SHOUT
SHARE
IT

aperto vivere voto
CHARLES ARTHUR WYNNE FINCH.
Harry Soane sc. 1893.

JOHN A. SEAVERNS

JOHN BUMPUS
350 OXFORD STREET

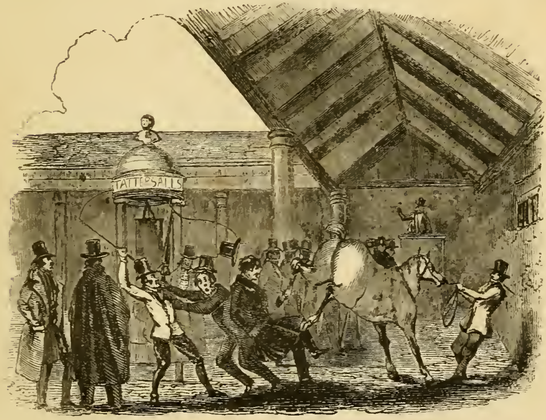
P—6

THE

# ADVENTURES
# OF A GENTLEMAN
# IN SEARCH OF A HORSE.

BY CAVEAT EMPTOR, GENT.,
*One, &c.* Sir George Stephen

Verbum sapienti:—" A nod is as good as a wink to a blind horse."
*Trin. Coll. Dublin.*



FOURTH EDITION.

LONDON
SAUNDERS AND OTLEY, CONDUIT STREET.
MDCCCXXXVII.

J. RIDER, PRINTER,
SUCCESSOR TO THE LATE S. BAGSTER, JUN.,
14, Bartholomew Close, London.

TO

SIR JOHN GURNEY, KNT.,

ONE OF THE BARONS OF HIS MAJESTY'S COURT OF EXCHEQUER,

*&c. &c. &c.*

My Lord,

When the following pages were begun, the object was simply to amuse some saucy boys with whom Heaven has blest my fire-side; their laugh, however, was shared by grown-up children, who were good-naturedly pleased to suggest that the addition of a little practical information might give a value to the preliminary nonsense; and finally, my printer, (who has long toiled with me in graver occupations, and whose retrospect of a useful and benevolent life

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is now, I trust, soothing the pain of its last hours,*) was of opinion that children, both old and young, might be protected by my experience, against one abundant class of the many frauds with which the metropolis abounds. No man needs much argument to satisfy his vanity that he is wiser than his neighbours, and consequently may publish for the benefit of mankind: if nature has made us gregarious animals, the tameness of social pleasures tempts every coxcomb to single himself from the herd, and the press supplies a ready opportunity for gratifying the wish. Hence, as I pretend to no greater modesty than usually falls to the lot of an attorney, my first 150 pages were set up within a month; to take their chance of immortality *or* dusty shelves!

It occurred to me, about this period of

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* Soon after the first edition was published, Mr. S. Bagster, Jun. died. It is with difficulty that I restrain myself from dwelling on the Christian cheerfulness of his end, in perfect keeping with his life; but the subject is too serious for a work like this, and I forbear.—C. E.

my labours, to be consulted professionally on a question of warranty. I ransacked my law library, I groped through my reports, I catechized my pleader, and finally I advised my client; and I believe that he left my office almost as wise as he came. It was not my fault—I had law of all kinds for him; there were works on landlord and tenant, works on principal and agent, works on libel, on shipping, on pleading, on powers, on every subject under heaven, *cum quibusdam aliis*, with the single exception of horse-dealing warranty![*] It was a

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[*] Had I been aware of it when my first edition was published, I should have made an exception to this sweeping remark. An anonymous work was published in 1825 by Clarke, of Portugal Street. It is strictly of a professional character, and not very accurate; but I have derived some useful hints from it, and a knowledge of some cases which had escaped my previous researches. It is entitled "The Laws relating to Horses." It does not appear to have reached a second edition, nor is it to be found in the law catalogues: hence it had escaped my notice; but after all, it was published ten years ago, and new law is almost as valuable now, as Coke upon Littleton was then!

While I thus acquit myself of all intentional injustice to this anonymous writer, I must at the same time, in fairness to my reproach to my profession; I resolved to wipe away the stain, and add to my work a treatise on warranty. My printer chimed in with my fancy. In these days of law reform, why should not law libraries partake of innovation? Even an attorney's eyes are wearied with the incessant contemplation of white calf and red-lettered bindings; and it must be an agreeable novelty to find a circuit companion illustrated by Cruikshank's engravings.

But why do I presume to inscribe to your Lordship this anomalous and anonymous medley of science, law, and nonsense?

I hope, if you will condescend to refer

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readers, declare that his general doctrines on the subject of soundness, and perhaps on some other points, if I were disposed to be ill-natured, are not such as I could implicitly adopt, and of course, therefore, are not such as I could recommend to them. I shall hereafter allude to some of them which appear to vindicate this criticism. Nor is even the grammatical accuracy of his style, (vide pages 29, et sequent.) such as to give confidence in his learning. I have since picked up a similar work published towards the end of the last century, but not more entitled to notice than the preceding.

to that part of the following pages which treats of warranty, you will find that it is not unworthy of legal attention upon a difficult and insulated subject of frequent occurrence at *Nisi Prius.* I have endeavoured to introduce every case that is reported, directly or indirectly bearing upon the topic of horse-dealing, and to deduce from them, as far as it is possible to do so from very conflicting authorities, a clear impression of the existing law. If I have succeeded in this novel attempt, notwithstanding the quaint dress in which my law appears, and which is perhaps best calculated to obtain the notice of that class of society to which the subject is most important, I shall enjoy the satisfaction of partially relieving the courts from a mass of litigation peculiarly painful to good feeling, on account of the perjury that it always involves.

Nor will it be a less gratification to me to feel, that if I thus succeed in somewhat purifying the atmosphere of Westminster

Hall, my little work will prove itself not an unworthy tribute of grateful respect to your Lordship, to whose skill and acuteness as my counsel I have been indebted for success *in every cause* in which I was engaged before your elevation to the bench; and from whom, from the commencement of my professional career, some fourteen years ago, I have received, though except professionally, a stranger, invariable kindness, courtesy, and attention.

I have the honour to be,
With great respect,
Your Lordship's very obedient Servant,

CAVEAT EMPTOR.

*London, June,* 1836.

# INTRODUCTORY CHAPTER

## TO THE SECOND EDITION.

In common with all authors who arrive at the honour of a second edition, I find myself burdened with heavy debts of obligation: mine indeed, are so weighty, that after a vain attempt at acquittance in some half-dozen lines pithily expressed in an advertisement on the fly leaf, I am compelled to give up that convenient form of acknowledgment, and write an introductory chapter expressly for the occasion. In marshalling his creditors, to use a professional phrase, an author generally gives the public the first rank: I cannot acquiesce in the fairness of this. There are not half-a-dozen among the thousand who have laid out their five and sixpence in the purchase of my first edition, that would have given me as many pence out of courtesy or compassion for my wants. They have expended their money to please themselves: if they got more than their money's worth, they are obliged to me; if they found themselves disappointed, I doubt not that they have "taken out their change," as I have in such cases done myself, in liberally abusing the author for a pickpocket—and then I owe them no thanks. The account therefore, between me and the public, is either pretty well balanced, or the difference is in my favour.

The next class of creditors on an author's gratitude, are his personal friends. I chance to have as many of your "good-natured friends" as most people, but though my heart rises to mention some among them whom I have long found to be the most valuable property that I possess, (and that is saying but very little, I fear, for an author,) I cannot feel, that on the whole, I owe much acknowledgment to my acquaintance. At all events, the majority of them have paid themselves in a way that I did not anticipate. One day I was hurrying to the sick room of a client to make his will. Scarcely had I reached the office door when in rushed another with care and sorrow stamped on every feature. My professional sympathy began to rise, for death or insolvency, I thought must be the cause; and a long vista of six-and-eightpences opened on my view. I was not altogether wrong.

"What in the name of wonder is the matter?" I exclaimed.

"I fear she is dying, but you must come and see her instantly." I concluded it was his mother, wife, or sister, and with the tenderness of tone one naturally adopts on addressing an unexpected mourner, was beginning to express condolence, at the same time that I declined intrusion at such a melancholy moment.

"No nonsense, I beg of you, my dear fellow, for there is no time to lose. You must come, or the dealer will swear I killed her!"

His mare, just purchased, was dying of the colic, and my judgment, not my sympathy, was required!

So on another occasion, a settlement for want of which two hearts were all but breaking, was cruelly interrupted to discuss the symptoms of a broken wind! while times out of number have I been dragged from one end of London to the other, to criticise a doubtful eye, or a suspected leg, or what is worst of all, to act as umpire between a disappointed buyer and an angry dealer. I owe therefore but little to my friends; but in disclaiming the debt, I entreat them not to misunderstand me. I grudge not these kind offices—on the contrary, when time and weather are convenient, I like the amusement; but I affect no modesty when I hint to some among them, that Mr. Sewell or Mr. Field will charge but half-a-guinea for an opinion worth a hundred such as mine, and moreover, that every honest attorney has an innate aversion to arbitrate a well-conditioned suit at law. Such remedies are more odious to us than vaccination was heretofore to the doctors. And this consideration brings me to the third head of my discourse, as I have sometimes heard my reverend friends say, after an hour's prosing that has neither head nor tail. There is a third class to whom I owe a heavier obligation than words can well repay. It consists of those who rightly deem a London attorney to be the best of all lawyers, and a sporting lawyer to be the best of all London attorneys for a horse cause! I rejoice to say that I have found this to be a larger class than I had supposed; and if any of my readers entertain a doubt upon the justice of the opinion, (my work being anonymous,) I beg to refer them to my publishers, who have special directions to give my name and address to all who apply with a warranty in one hand, and an unsound horse in the other. They will please, however, not to leave their purses behind them. After this hint, I hope before my next edition appears, to see Paternoster Row as well thronged with horseflesh as the Bazaar itself. I grieve however, in common honesty, to add, that four times out of five, I have found my new-fledged clients so decidedly wrong, that even a professional conscience could not deem them right; and I have been compelled to resort to the counsel given by the justly celebrated Abernethy, "Turn to page — of '*my book*,' line — from the bottom, and there you will find your case."

I am not yet acquitted of all my obligations. The weightiest of all is due to a man whose name even I do not know. Some few months ago I was seated on the box of one of the western coaches, and, as my custom is, entered into deep converse with my neighbour. In modern times, this outside seat, though much coveted by casual travellers, is one of very doubtful comfort. Sometimes you meet with a broken-down squire, who, having hunted or driven himself into poverty, is fain to take the reins in hand, as the only resource for which his habits and neglected education have qualified him. Being your equal, and perhaps more than your equal by birth, he soon admits you into his secret; and then courtesy forbids the alternative of silence. Talk with him you must, but "his talk is of oxen;" and unless you are more than half a beast yourself, your forced conversation soon ends in mutual disgust. I once met with a bright exception to this rule. In the winter of 1833, I was travelling through one of the midland counties, and I found in the coachman a gentleman who had dissipated his fortune at college. I discovered his change of life by mere accident, and asked him if I was rightly informed? "Yes, Sir," he replied, "and changed as my fortunes are, I am contented: for in the midst of my gaiety, I never was so happy as now that I am earning my bread, and maintaining my child, by driving seventy miles a-day;" and I heard that the respectability and unaffected humility of his deportment, corresponded with the philosophy of the sentiment. I cannot recall his name, and if I could, it would not perhaps be right to publish it: but I believe he is well known in Derbyshire.

Another character daily found on the box, is your would-be gentleman, without other pretensions to the rank than such as tip-top vulgarity of slang and innate impudence can give him. He has the flash dictionary by heart—will talk ribaldry by the hour—affect familiarity with all the titled blackguards of the day; and if repulsed by silence, will retort by rudeness, ere your journey is well commenced.

But my Jehu, of whom I have almost lost sight, was one of the good old school of top-boots and twenty capes. We entered into the mystery of horse-flesh with equal pleasure and mutual edification. We expatiated on the merits and demerits of his team—discussed their diseases—reckoned their cost, and pitied their fate. We digressed into the price of hay and corn, the roguery of corn chandlers, horse dealers, and hay salesmen; and I verily believe we were both sorry to terminate our gossip at the journey's end.

"You loves hosses, Sir, and so do I: poor creturs! and them as doesn't desarves the halter."

"It is such people," I replied, "that make them vicious."

"Sure enough, Sir; if so be as a horse is scientifically managed, he is the gentlest cretur on earth." I was amused at the expression coming from untaught lips.

"Scientifically! do you drive your horses by science?"

"No, Sir, not exactly; though there be more science in it than yon jackanapes," pointing at one of the gentry I have described, who was then passing us on an Oxford coach with his horses wide enough to admit a flock of sheep; "seems to have a notion of; but I mean the treatment of 'em, which you seem to have thought on yourself."

"I have picked up a little by the way, in travelling through life, but I don't pretend to any scientific knowledge."

" Well, an' you did, there be many as don't know half as much, who think they are deep in't."

I bowed, as the compliment deserved, and felt elated, but said nothing.

" If so be, Sir, as you wish for to know more about it, I can put you in the way."

I bowed again, somewhat humiliated, but still remaining silent. He proceeded.

" When I bought that ere off leader, it might be five weeks ago, I thought I was done—he's turned out a good 'un, tho'; but as I was saying, when I bought him he hadn't a leg to stand on; so I was going to la about un, but a young chap, a la'yer's clerk, that I sometimes treats with a drive, (for all those chaps must learn to drive,) told me it would cost me a guinea merely to ax counsel's opinion, and that for less than half the money I might get my own, if I would buy the book of a brother chip; so I bought his book, and soon found that I was a fool as 'twas, and had no need to be a bigger by throwing good money after bad; but mayhap you've read the book, Sir?"

I felt the jealousy of an author, and replied somewhat petulantly, " Oh no, I never read such matters."

" Then you can't do better than buy it."

" You have not told me the title of it, or the author's name."

" 'Tis a strange outlandish name; I can't think on it; but it's a Mr. Cavey, or some such thing."

Little dreaming of the impending honour, I racked my brains in vain to divine the writer, for coachee could give me no farther help: but he went on in praise of the volume till at last he quoted my tandem adventure. " Sure as life, Sir, he was going down hill, and kept the traces tight." My eyes at length were opened. "Is the author's name Emptor?" " Ay, Sir, that's the name, but they have such queer names now-a-days."

I had the self-denial to pretend ignorance of my own work; not from modesty, but simply in the hope of extracting some honest criticism, and I was not disappointed. I cannot, however, deny myself the satisfaction of recording the incident, which happened almost in the very terms in which I have here described it. I gladly pay this tribute of gratitude to my unconscious tutor.

I have however, another debt to discharge, to critics of a different stamp. There is always a difficulty in referring to avowed criticism: a reply is ascribed to irritation, the besetting sin of the scribbling race; while silence is construed as an acknowledgment of error. This tacit acknowledgment would be immaterial, were it not that many of my readers are likely to be found among those with whom the sporting reviews are familiar.

One of my critics infers that I consider the purchase of a good horse beyond the limits of possibility. I do not go quite so far, though I believe the difficulty to be truly great. I can assure him that if he wants a good hackney, or a tolerable hunter, I have a horse of either character at this moment, that I shall be very happy to sell to him on reasonable terms.

Another critic is yet more unreasonable. He acquits me of all sporting pretensions, because, by an accident explained in the appendix, Mr. Tattersall's name was erroneously spelt in the earlier sheets! He pronounces me guiltless of all law, because I knew not that a decision of Mr. Justice Burrough had been overruled in a case to be "found nowhere," but which he, the critic, "distinctly remembers"!! He writes me down a cockney, for venturing to complain of a horse-dealer's insolence!!! And finally, he dubs me a "Londoner," for presuming to fix the price of a good hackney!!!!

——————Pauci dignoscere possunt,
Vera bona atque illis multum diversa.

On some of these learned criticisms I shall comment in their proper place, only remarking here that the very object and avowed purpose of my book appear to have been overlooked by the reviewer. I have in no part of it set myself up as a teacher to the initiated, or as a guide to the sportsman or the jockey. On the contrary, I disclaimed all pretensions of the kind, only offering the benefit of a little personal experience to men, who being circumstanced like myself, and deeply engaged in more important pursuits, might be glad to receive it, without the cost and trouble of acquiring it by similar means. It is in this spirit that I have not even adverted, except accidentally, to that high-priced class of horses which are usually found in such stables as Anderson's or Sheward's. Horses of this description are no usually sought out, except by the professed sportsman, and the points that recommend them to his notice are very rarely of consequence, or even of value, to the every day purchaser.*

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* I have seen a lot of splendid horses at Sheward's stables, within these three weeks; but all of them are far beyond the loftiest ambition of nineteen out of twenty of my friends, for whom I have already purchased horses for the season.—*Note to the Second Edition.*

It has, moreover, been suggested by some, whose authority I respect, that a work of this kind requires a little more of the pedantry of slang, to entitle it to a genuine sporting celebrity, while others have charged me with a little excess the other way. With all deference, however, to my friendly critics of either class, I cannot subscribe to the doctrine that slang phraseology is a necessary accomplishment even to a lover of the chase or turf. Time was when none could claim the gilded spur, unless the novice had first become familiarized with the flash dictionary; but as "damns have had their day," so have the vulgarities of cockney aspirants; and a man may now enter with true Meltonian ardour into the pleasures of the field, without disqualifying himself for the elegant intercourse of the drawing-room when the sport is over. Sometimes the poverty of our language to express ideas or actions peculiar to a pursuit which has not yet attained the dignity of a science, compels one to adopt the phraseology of the whipper-in; and now and then an illustration may be happily derived from the terse and pointed dialect of the jockey. To this extent, and no further, I wish to go; for I am so old-fashioned as to think that the familiar use of low language savours more of vulgarity than of wit.

In my last edition I took an opportunity of mentioning a little horse-dealing intercourse which I had had with Mr. Osborne, Jun. I intended no "personality" by my remarks, but thought it very fair to show a dealer that the *absolutism* of his own yard would not protect him against severe retort. At the same time I did ample justice to the civility and attention which I have there received. I have expunged the whole of the passage in this edition, not from any doubt of its justice, but simply for the good humour with which young Osborne laughed over my retaliation when I mentioned it to him. I believe both his father and himself to be infinitely beyond me in *practical* knowledge of the horse, but I cannot, in honesty, carry the compliment farther. On the contrary, I think that they, in common with almost every other dealer with whom I have conversed on the subject, would not manage their business the worse for six months' study in an attorney's office, and six years' dissection at the Veterinary College. Why men who deal in cattle, whatever may be its description, should depreciate the science of comparative anatomy, or affect to despise the practical knowledge acquired by the study of it, is beyond my conception. A man may be cradled in the cow-shed or the stable; but unless he makes them his study as well as his crib, he is likely to leave them with little more pretensions to a sound knowledge of his trade, than the animals who are the subject of it. Indeed, so convinced have I found some among them of their own deficiency, that I have to enumerate among those to whom I stand indebted for compliment, several who have requested my opinion whether they could safely give a warranty of soundness.

To these, and to many among the London dealers, I feel greatly obliged for the useful information which they in turn have given to myself on practical points on which I felt conscious of ignorance; for courtesies of this kind, I have in particular to thank Mr. Cartwright, a veterinary surgeon, residing I believe at Epsom, Mr. Woodin, of Upper Park Place, Park Road, and Mr. Rickman, late of the Coronet Brighton coach, and now driving the Age. I have also, in one or two instances, derived useful hints in conversation with Mr. Shackel and Mr. Field. My large obligations to Mr. Sewell I acknowledge elsewhere.

Having thus wound up my accounts, I will conclude with the observation of a witty friend of mine, whose eye was caught by the title of my work. "There go two fools to the making of that book—the man who wrote it, and the man who buys it." Now I am perfectly willing to bear my share of the witticism, if the public will be equally ready in vindicating their title to the other moiety. This is surely a fair proposal, and worth consideration. If accepted, I will hold the balance which I began with claiming, richly overpaid.

CAVEAT EMPTOR.

# PREFACE

## TO THE THIRD EDITION.

In the introductory chapter to my last edition I challenged the public to make good their title to share the sarcasm of a witty friend,—"There go two fools to the making of that book,—the man who wrote it, and he who buys it." I feel most grateful that the speedy call for this third edition acquits me of the greater share of folly: indeed I begin to doubt the authority of my caustic critic, and to flatter myself that there is very little folly on either side!

My adventures, as they become better known, begin to entail some very whimsical inconveniences. I alluded to a few of these in my last edition; but at the time it appeared, I had not yet experienced one or two of a very peculiar character, that may amuse my readers somewhat more than myself.

"Do you know Caveat Emptor?" inquired a fair lady of an intimate friend of mine.

"Oh, perfectly! I was well acquainted with him at Cambridge."

"Are those adventures really true, or the mere coinage of a fanciful brain?"

"True to the life. I have seen him at the bottom of a ditch fifty times; and rolled in every kennel within twenty miles of his own door!"

Now this is by no means so agreeable an acknowledgment of my equestrian merits as I could desire, for the inexperienced in these matters little know how many unpleasant mishaps are indispensable to the acquisition of a tolerably firm seat. It is as little gratifying to one's self-complacency to be distinguished as the hero of a hundred falls, as it would be to hear a daily recapitulation of the hundred floggings whereby you were converted from a dull schoolboy into a first-class man: and yet perhaps it is less annoying on the whole than a predicament in which I was lately placed of the very opposite character. A little cross-bred, vicious beast, of considerable pretensions as to speed, but none at all to beauty or any other merit, was "trotted out" before a circle of ladies and gentlemen, to be admired previously to a pony race for which his owner had entered him. His height scarcely exceeded thirteen hands: a lad who was to ride him, mounted him with dexterity, and showed off his paces to advantage. The owner, out of pure malice I believe, invited one or two youths of the party to follow the groom's example; and thus publicly challenged to exhibit their address, refusal was of course impossible, though compliance was yet more so.* I doubt if Beecher, or Mason, or any of our crack riders, would have been more successful. Each of the youths attained the saddle it is true, but each fell prostrate on the turf, before he was aware that he was seated: no donkey ever managed his heels with more dexterity! The courteous invitation to mount, was liberally extended to every man in the party, each receiving it with much the same feelings as one does the good-natured offer of your drawing-room philosophers to oblige you with a shock from a galvanic battery, for the entertainment of the company. All declined the honour, and at last my turn arrived. Had I refused, as others of less equestrian fame could safely do, my reputation was gone for ever. I had no alternative though my fate was written before my eyes; five times did I bestride the brute, and five times I measured my length on the green sod, to the infinite delight of every being present but myself! I had the satisfaction certainly of seeing the mischievous owner equally foiled, but as he did not even fracture a rib, it was after all but a poor revenge. I solemnly protest against my horsemanship being subjected to any more of these painful ordeals. I beg it to be understood by my private friends that I am neither a horse-breaker, nor a steeple-chacer; but simply a quiet man, riding for my own amusement, and perfectly sensible of the value of my own neck; unless perchance a pack of hounds should cross my path, and then I must do as other fools do.

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* Though not much connected with my subject, I cannot help alluding here to the recent death of Mr. Solloway, a distinguished rider, who was killed by a fall from his horse at the Abergavenny steeple-chase. I heartily wish that this melancholy occurrence may give a check to this dangerous and absurd innovation in British field sports, useless as regards the improvement of breed, and only promoted by horse-dealers to gain celebrity for horses otherwise unsaleable.—C. E.

Since the publication of my remarks on the subject of warranty, I have been favoured with many suggestions upon that important subject, to which I should have been glad to give publicity, had I not in every instance been satisfied on reflection of their impracticability. A friend of mine of great talent, was, a few years since, private secretary to the Chancellor of the Exchequer. He assured me that nearly half his time was occupied in acknowledging the receipt of profound schemes from volunteer statesmen for the discharge of the national debt. All these schemes were most plausible and ingenious, except that they uniformly forgot that for the payment of eight hundred millions, eight hundred millions must some how or other be raised! My warranty reformers are of a very similar stamp. One and all lose sight of the real question at issue, which is not whether unsoundness is a risk or not, but on whom that risk should be thrown; or how far and in what proportion it should be distributed between the buyer and seller. The most attentive reconsideration of the subject, and frequent discussion of it with men best qualified to judge, have convinced me yet more firmly that the suggestion of Mr. Sewell, mentioned at page 296, and which I have there endeavoured to reduce to a practical form, affords the only means of putting the doctrine of soundness upon an intelligible and simple principle. It is extremely difficult to move large and influential bodies, especially where they consist of men like the members of the Jockey Club, whose official duties relate almost exclusively to the higher business of the sporting world: but though the affairs of the turf are of paramount importance to these exclusives, they might effect a most important good to the more humble portion of the community, if they would condescend so far, by countenancing a judicious plan for establishing a definite construction of warranties of soundness. Could I hope that my pages would reach the eyes of such "knowing" characters, or if they should, that they would be deemed worthy of attention coming from an unknown as well as *unknowing* quarter, I would urge upon them to give their attention to the observations I have made on this subject, with a view either to their adoption or improvement, or at least to the substitution of some more feasible plan of a similar kind. Meanwhile a project has lately been brought before the public, which promises beneficial effects; though not quite original in its conception, it has not been attempted for nearly fifty years. About the end of the last century a similar scheme was suggested, and I believe, to a certain extent, carried into practice. I have been unable to learn why it was then abandoned, for I have found no one who can even recollect the circumstance, but I have reason to doubt if it was then conducted by persons of talent or character. The object of it is to concentrate the market in horses, by establishing a general registry, to which buyers and sellers, for a moderate fee, can have ready access. The office is not very eligibly situated at No. 1, Duncannon Street, Charing Cross: but the principle is so obviously sound, that locality is of secondary importance. This principle is simply to record every horse wanted, or on sale, by its true description: if this description *is* true, the purchaser finds himself suited without further trouble, provided he only knows what he wants; and to aid him in this, the prospectus that I have seen, clearly explains the technical phraseology in use among the trade for describing horses. If the description is *not* true, the seller pays the penalty for his misrepresentation, by losing the opportunity of finding a purchaser. Nothing can be more obvious than that such a plan affords the best means of introducing sellers to buyers, and buyers to sellers, on terms on which they are likely to "do business;" for they are not brought together at all, except by the knowledge thus acquired that the one has a horse to sell, exactly corresponding in the terms used by the trade, to the description which the other wishes to buy. If A is in search of "a bay hunter, equal to fifteen stone, fast, and a good fencer," for which he will give one hundred guineas, and B has a horse to sell at that price, which he describes *in ipsissimis verbis,* it is scarcely possible, when A and B meet on the subject, through the knowledge of each other's wants thus derived from the Registry, that they should not deal together. It is on this simple principle that the whole scheme is founded: and as no stabling is attached to the establishment, it seems impossible that it can in any way interfere with the business of the trade, except so far as it facilitates it.

But my principal motive for alluding to it is, that the projectors have endeavoured to introduce a plan of warranty, which promises to supersede much litigation, combined as it is with this descriptive record of the horses on sale. There are two chief sources of litigation about horseflesh, as the adventures detailed in the following pages abundantly prove: either that the purchase does not answer the warranted description as to qualities and capabilities, or that the horse is unsound from disease. The first, and perhaps the most prolific of these sources, is cut off by registering the description of the horse: for it is for the interest of the seller to describe him truly, or he is only introduced to a purchaser that will not buy a horse "of that sort." If A, for instance, who wants the hunter I have described, finds, on arriving at the dealer's stables, that he is introduced to a common hack, he walks away dissatisfied, and will not buy: thus B, the seller, will lose his customer by his own want of veracity; while if he had truly described him as a hack or roadster, he would have been introduced only to a buyer in search, not of a hunter, but a hack. Hence it being for the interest of every dealer to describe the capabilities of his horse correctly, all litigation on that score, or all returns from mere caprice or unfitness, are likely to be avoided. The other source of dispute, unsoundness, can be detected much sooner than the incapacity of a horse, where it really exists. It is therefore proposed by the Registry Office, to limit the warranty of soundness in every case to four days; this principle is only partially adopted at Tattersall's, the Bazaar, and other places of public sale. Though the warranty is there limited to four or five days, the limit is only by an undertaking that for that interval, the money shall be retained by the auctioneer or agent. The warranty still remains, and may be enforced by the buyer for weeks or months afterwards: thus the seller is never safe. But the principle of the Registry is that the warranty itself shall cease and be utterly void after the stipulated interval, and that then the horse shall be retained with all faults.

That this is a convenient arrangement to the seller, is too clear to require demonstration; but in fact it is not less so to the purchaser; for it will afford him a fair and reasonable time for putting soundness to the proof; and if on the one hand, it appears to curtail the duration of his warranty, on the other, it secures him not only from all doubt as to the return of his money, should unsoundness be detected within the stipulated time, but from all litigation on the question; the office undertaking to return the money on the certificate of a competent veterinary judge. But every purchaser ought in prudence to consult a farrier before he buys, and for this the Registry Office affords great facilities; the cases are very rare indeed in which a skilful veterinarian, such as I know Mr. Woodin, its surgeon, to be, cannot detect unsoundness within four days. I think this part of the scheme, coupled as it is with a descriptive entry of the horse, almost necessarily true, is likely to make the Registry a favourite and popular market, when its character becomes generally known. On conversing with persons in the trade on the subject, I find that many dealers have countenanced it, and experienced its advantages, especially Mr. Dye, Mr. Collins, and one or two whose names I forget; but I must acknowledge, that from some very eminent men at the west end of the town, I have heard an objection which argues badly for the honesty even of those who are considered "respectable:" their objection is, that having once committed themselves to a certain price in the registry book, as £100, for example, they cannot afterwards, when the purchaser is introduced to them, take advantage of his ignorance or extravagance, and raise the price to £150 ! ! ! The absurdity of this objection is not less gross than its avowed dishonesty ; for surely it is better for dealers to secure the sale of even one horse at a fair remunerating price, than to lose the opportunity of cheaply advertising and perhaps selling a score, lest they should also lose a fancy customer, who, unless he saw their horses in the Registry, would never enter their stables at all, unless by chance. This objection, however, has been avowed to me by some high men in the trade, as sufficient to deter them from thus advertising their studs ! After explaining the motive to my readers, they will naturally infer that any eminent dealers whose names are not in the Registry, are men with whom it is not very safe to "do business," unless they prefer giving a fancy price to the fair and honest market value of the horse.

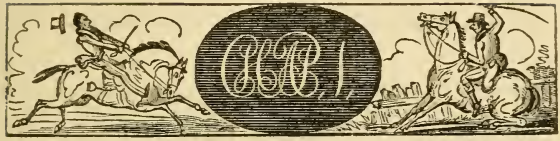
I have entered somewhat largely into the principle of this Horse and Carriage Registry, not only because I decidedly approve of the plan, if honourably conducted, (as I have every reason to believe, from my knowledge of the parties connected with it, that it will be,) but because I have been very frequently consulted by my friends on the prudence of buying or selling through its agency. I think it promises great advantage to the public; but as anonymous commendation goes for nothing, it will be better for all parties, whether buyers or sellers, to visit the office, and examine into its details for themselves; it will repay them for their trouble, simple as the plan of its management appears to be. My only fear is, as I must honestly avow, that it will aid those vexatious and ruinous law reforms which late years have introduced, and annihilate horse warranty causes altogether. Alas for my unfortunate profession! we are half-starving already!

But I am encroaching on my reader's patience. I will conclude with sincerely acknowledging on this occasion, the obligation which I disclaimed on publishing my last edition. I have endeavoured, in part, to acquit myself of it by adding a few more ludicrous adventures, in which it has been my destiny to take a share. I know from experience, though less frequent than I could wish, that one is sometimes more indebted to the friend who will excite a laugh, (especially after the influenza,) than to him who will fill your pocket, but leave depression where he finds it.

CAVEAT EMPTOR.

*8th May*, 1837.

# ADVENTURES.

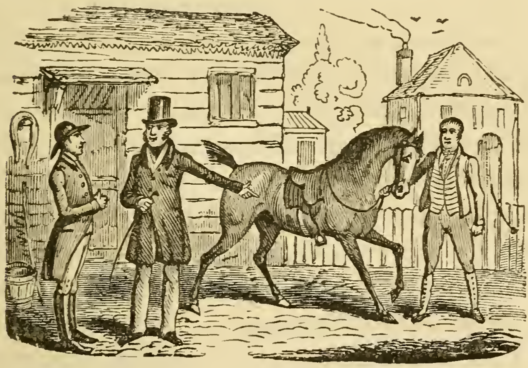


WEARY of my own weight, I sallied forth one fine morning in January, with fifty guineas in my pocket, bent on finding myself well mounted on a good hackney. It is now the 15th of March, and I am still without a horse, and minus far more than fifty guineas, except a right of action against a dealer, of doubtful solvency. The publication of my adventures in this Quixotic expedition, and some former ones of a similar character, may possibly replace a part of my loss; if not, the next greatest pleasure to benefiting oneself is to do good to others! I will therefore give my friends the fruits of my horse-dealing experience.

My first recourse was, naturally enough, to the advertisements of the papers. Cobs, hunters, and hacks, were as plentiful as blackberries in September. The difficulty was only where to choose. "The neatest little cob in London," "the best hack that ever was mounted," "that well-known hunter Tantivy, equal to fifteen stone up to any hounds," all offered themselves to my delighted eyes; and away I went, to try them all and buy the best.

My reader must excuse me for a little digression to give him some account of myself, so far as regards my equestrian capabilities, otherwise he will not enter as fully as I could wish, into the merits of my story. Be it known, then, that I ride rather more than twelve stone—have a good seat—never was afraid of a horse in my life—stand about five feet nine inches; and being still under middle age, I am of course far from indifferent whether I am well mounted. Such I take to be the average pretensions of nineteen out of twenty gentlemen in search of a horse.

My first adventure was with a Quaker. There are few things in which the *Society of Friends* evince their characteristic shrewdness more than in their judgment of horse-flesh. I have a most sincere respect for them, both in their collective and individual character. I have long known many of them, and my acquaintance has taught me to value and esteem them; I therefore approached the owner of the first object of my speculation with much confidence. It was a well-bred, gay little gelding, full of life and spirit: and though scarcely high enough for my taste, I approved and purchased him. Friend *Joseph* was very precise with me. "There is the horse, friend; my price is thirty guineas."

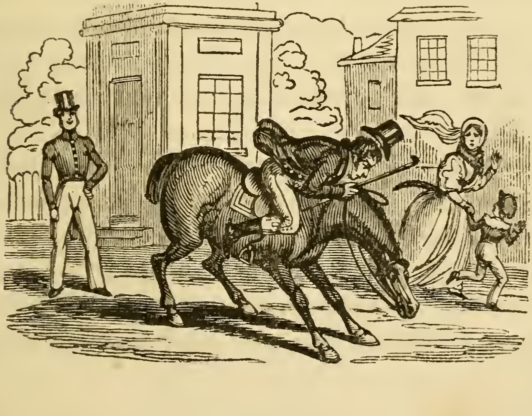


"Will you allow me to try him, Sir?" "Thou art a stranger to me, friend; thou mayest injure the animal, and we shall not know who is in fault."

"Will you warrant him, Sir?" "He has always carried me well, friend: I believe him to be sound, but few men are agreed upon what soundness is." "Is thirty guineas the lowest price?" "I have asked thee what I believe to be his just value, and I shall take no less."

I was satisfied, paid my money, was well pleased with my purchase for three days; and then discovered, what very little reflection might have told me at first, that the Quaker being two stone lighter than myself, and presumably a quiet rider, a horse that would carry him safely, would in less than a week break his own knees and endanger my neck! But I was not deceived; he was a good horse, though not fit for me. I sold him again, and lost nothing by him. Some time after he was driven a stage of fourteen miles, and kept the lead of a chariot and four, with a new married couple, starting from the church to spend the honeymoon! I dare say that my friends will not have yet forgotten the cèlerity with which their first relay was ordered out at Canterbury; thanks to the speed of my Quaker.

I resolved that my second purchase should at all events be strong enough to bear me. I therefore pitched upon a cob; he was, to use the accepted phrase, "built like a castle;" there was "no nonsense about him," most assuredly; but he unluckily moved like a castle! I have the greatest aversion to a horse that "won't go;" it is an eternal trial of one's temper; many a time has the provocation brought me within an ace of Martin's penalties. My "castle" had "no go" at all in him. When I first brought him out of the seller's stable, he seemed as gay as a lark; but I suppose he had not been used for a twelvemonth; at the end of a mile all his "pluck" was gone, and my wrath began: my spurs were sharp, but he kicked! A good ash-stick brought him to his senses, and restored the equilibrium; nay, it did more, it actually compelled a canter, and if my arm only had been in fault, I had still strength enough left, to have coaxed the canter into a gallop; but, alas! when we arrived at that focus of roads and confusion, Battle-bridge, whether it was that he knew not which course to take, I cannot say, but he paused in his full career so abruptly, that I found myself upon his neck,

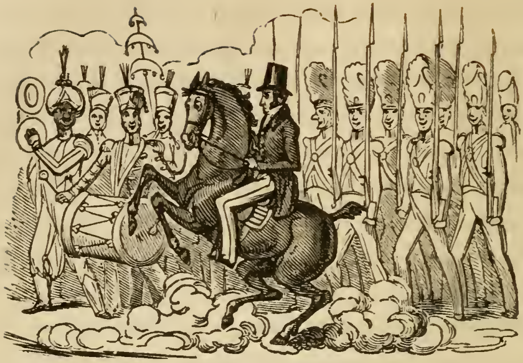


instead of his back, and had he advanced another yard I should undoubtedly have found my own back on the ground. I decided on my course at once—I walked him to the Veterinary College; ascertained that his wind was as thick as his carcase, and sold him at Osborne's the next day to "a timid old gentleman," for whom he was exactly suited.

My third attempt was somewhat more promising. A very respectable stable-keeper, with whom I had had former transactions, introduced me to an old hunter of his acquaintance. I must own that I entertain great distrust of your hunters converted into hacks! but the introduction was good; the horse was gay; and the *tout ensemble* favourable; he had but one fault, so far as a day's trial could discover. He would neither pass nor be passed, either by stage, omnibus, or hackney-coach! a matter of not the slightest consequence in Leicestershire; but rather inconvenient in Oxford Street.

I was speedily remounted; nothing is more easy in London. "A charming goer; so docile that a lady might drive him with a pack-thread," found me seated on his back within eight and forty hours. His charms were thrown away upon me, and mine were equally powerless with him; his faults were two-fold—he had neither legs to carry him, nor mind to go; much less with twelve stone on his back; and after much solicitation, equally painful on both sides, I discovered to my chagrin that he would make an excellent gig-horse, but had an insurmountable objection to the saddle! He was sold at the Bazaar to a butcher, who seemed as well satisfied with his purchase, as I was to get rid of him.

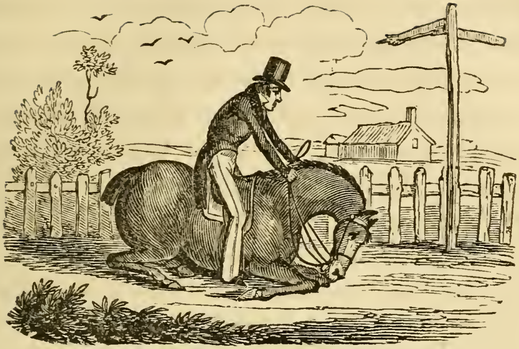
Another "charming" brute attracted my attention. I am not much of a dandy at any time, but by some confounded ill-luck, I went to the stables on this occasion, in a new coat, new hat, new trowsers, and with as fashionable an exterior as the gloss of a tailor's shop can give. To make matters worse, I wore, what I seldom use, an eye-glass. The consequence was inevitable. The "sweetest little park horse that ever was crossed" was of course the "very thing I wanted." I thought so too; but the good nature of the dealer saved my pocket, whatever might be his good intentions; I was allowed to make trial of him. We danced a quadrille together with every gentleman and lady that we met mounted in Hyde Park, and I soon found that the lovely creature was better suited to Almack's, than to me. He *passaged* away in style by the band of the Guards, till every soldier grinned a salute, and



no rhetoric of mine could divert him from his obvious purpose of escorting them to the palace. Once indeed, I prevailed on him to turn his head, but it was only to *passage* the other way, with his rump instead of his face to the troops. At last, in sheer desperation, I plunged both spurs in him at once; he gave a spring that would have cleared a horse and gig, and then fairly bolted; running at speed to his stables again! I would as soon fondle a mad dog as take such another dance with a dandy!

However men may differ as to her doctrines, we all approve of Miss Martineau's synthetical method of reasoning: I shall, with all humility, follow her example. I conclude my first chapter (it might well be called the chapter of accidents) by advising my reader before he starts upon a similar expedition, to ask himself seriously the question, what sort of a horse he wants? It is a curious, though an undoubted truth, that not one man in fifty ever thinks of taking this ordinary precaution. Of course, I do not include professed sportsmen, whether in the field or on the turf: they generally "understand their business," and set to work accordingly; but there are some hundreds, perhaps thousands, who at the approach of summer must needs buy a horse, and, like myself, consider it much the same thing as buying a boot-jack!

To answer this question properly, there are many points to be considered: the first essential is for a man to inform himself *honestly*, whether he is a good or a bad rider. Sir Walter Scott, with his usual knowledge of human nature, justly remarks that there are few men under twenty who would not feel more ashamed of an imputation against their horsemanship than their morality. The age might be greatly extended; yet I believe that there is not one man in a hundred who can acquire a good seat on horseback, if he has not been accustomed to the saddle from boyhood. The riding-school may correct a few faults, but it will never make an adult pupil a perfect master of his horse. If a man does not possess this advantage, he cannot do a more foolish thing than buy a horse at random, merely because it has the outward qualifications that please his eye. I may add too, that even in point of appearance, a bad rider will look more ungraceful upon a spirited, high-mettled horse, however showy, than on an animal of more moderate pretensions, but whose temper is more in accordance with the timidity of his rider. Where, however, a man is less ambitious of show than comfort, he cannot be too careful to ascertain with certainty the extent of his riding powers: nor need he feel ashamed of asking a dealer's opinion on this point; for there is not a man in the trade who cannot tell, the instant he is mounted, whether his customer can ride. This preliminary inquiry is of great importance for another reason. An inexperienced or timid rider will often throw his horse down by the roughness or carelessness with which he manages his bridle. The paces of a horse are materially affected by the rein: a sudden check or a violent grasp of the curb, will not unfrequently give a tender-mouthed horse such pain, as, to quote the emphatic expression that I once heard from an ostler, to "strike him all of a heap"—the abruptness of the restraint impedes his action, and makes him *stumble over his own legs.*



These hints will be useful to a man who is conscious of his own deficiency; but there are other suggestions that are valuable even to those who have no reason to distrust their horsemanship.

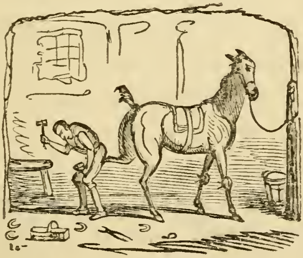
There are not many men who are acquainted with their own weight with any degree of accuracy; yet the importance of even a few pounds more or less upon the back of a horse, will be felt immediately by observing the consequence attached to it on the turf; the difference of four pounds extra weight will always be found materially to affect the betting upon a horse. It is scarcely necessary to remind the reader that his riding weight is always calculated at a stone above his actual weight; that allowance being usually made for the saddle and bridle. Perhaps there is no single cause that so frequently brings horses down, as their being over-weighted. A dull horse with scarcely a stone more than he is accustomed to bear, will turn sulky and careless; the rider becomes impatient, and urges him to exertion; the usual pace of the horse is broken, and a fall is the natural result.

Closely allied to this suggestion is another of equal moment—to consider well the nature of the work you require your horse to perform. I shall reserve what I have to say about the choice of horses for draught, for another chapter; but it is not out of place to notice here a very common error. There is not one horse in fifty that is adapted both for the saddle and for harness. I once had a galloway that rarely stumbled in harness, though he would not have carried the best rider, of feather weight, half a dozen miles without as many falls. Yet he was perfectly sound, and continued sound for five years that he remained in my possession.

To return from this digression; if the object is only a daily ride of half a dozen miles to and from the counting-house, any horse not over-weighted is, if sound, fully equal to the work; but if the distance materially exceeds ten or twelve miles a-day, it is by no means every horse that can perform it: more especially if the rider is averse to frequent walking or to a slow pace. Some gentlemen are fond of long rides, and will prefer the saddle to a stage even for a journey of forty or fifty miles. After much observation, I am inclined to think that there are very few horses to be found that are capable of carrying weight, without distress, for more than fifty miles in the course of a day; or to bear the repetition, even of this, in the course of the same week, without injury. At all events it is safer to estimate the powers of a horse at a much lower rate, and to consider thirty miles a good day's journey; and two such journeys as a fair week's work.

The last hint that I shall offer on this topic, is to decide, in the first instance, the limit in price; and having settled "the figure," to allow no horse-dealing oratory to change the determination. I may observe that a horse, which is *really good* and exactly adapted to a man's purpose, is dear at no price; but it by no means follows that because a high price is asked or even refused, that the horse is worth it. Putting hunters and race-horses out of the question, a hundred guineas ought to buy the best hack in England; three-fourths of that price is more than the value of ninety-nine out of a hundred, with every advantage of strength and action; and fifty guineas should at any time purchase such a horse as a gentleman need not blush to own; but it may safely be assumed that all the horses advertised for sale at twenty and thirty pounds, are aged, unsound, vicious, or in some way or other unsafe purchases for any man that has a reasonable respect for his own limbs. I have been reproached for this estimate of the value of a good hack. It is considered by the *soi-disant* knowing ones as savouring too much of the cockney style thus to affix a given value to that which is usually supposed to be arbitrary or accidental. To this I reply, that I am speaking of horses as they are found in the London market; and of prices as they are commonly asked by London dealers: the accidental hits of sporting life are too numerous and too mystified also for my calculation: they are beyond the doctrine of chances; but in reference to a market price, I see no reason to retract a word of what I have written; and though as little of a "Londoner" as a man born in another hemisphere some four thousand miles from the sound of Bow-bells can pretend to be, I write for the benefit of "Londoners," not of Meltonians. I have found among these despised "Londoners," during twenty years' acquaintance with them, not only some of the most intelligent and most amiable men of their day, but as polished minds as St. James's can produce; (a doubtful compliment, it must be owned!) and what may appear yet more extraordinary to the readers of the Sporting Magazine, unless they are familiar with Nimrod's letters, as bold riders and as accomplished sportsmen as could be found in the Quorn hunt even in its best days. London is not less proverbial for its fine horses than for the beauty of its women and the talents of its men.

To return to my subject,—I flatter myself that my reader by this time knows his own mind, and duly appreciates the importance of doing so, before he goes into the market; I will therefore proceed to introduce him to some of my horse-dealing acquaintance.



It is long since I have arrived at the settled conviction that it is very inexpedient to buy a horse from a gentleman, and downright folly to do so if that gentleman is your friend.

A gentleman will never sell a good horse if he can help it; if circumstances compel him to part with it, it may be reasonably assumed that the character of the horse is well known in his owner's immediate circle, and that he would never find his way into the public market.

Once, and once only, I broke through this rule; a gentleman had a very beautiful and apparently a valuable horse to sell. I was acquainted with the horse as well as with his owner. I knew that he had been in his possession for above a year, and I had reason to think that he would not have kept him a week if he were not a sound and serviceable animal.

He was offered to me for fifty guineas; the price was certainly moderate for a horse of such extraordinary appearance, and I promptly and thankfully accepted the offer. He was brought home in high condition, and I immediately set him to work. For about a week all went on well; I never was so gaily mounted in my life: I might have sold the horse ten times over for double the money, but I was too well pleased with my bargain.

At the expiration of a week my groom began to look crusty, and told me with a very long face that he must be ill, for he refused his corn. I desired him to wash out the manger. "I have, Sir, but it won't do."

"Perhaps the corn is musty?"

"It can't be that, Sir, for it only came in yesterday, and he won't touch the hay any more than the oats."

I tried him with the sweetest corn I could buy, and every variety of hay, but in vain; for three days he eat nothing. I sent him to the Veterinary College: his teeth were found to be sharp, and they were filed down; no other fault could be discovered; I took him home again, but feed he would not. I sent him to livery, thinking that my stables might possibly be in some way offensive to him. He remained at livery a week, and his appetite being quite restored, I had him home again. For two or three days all was right, but then his corn was again neglected, and I sent him a second time to the College to be physicked. In a very few days he returned as ravenous as a hawk, but another week found him in his former state; and at length I guessed at the truth—not that he would not feed, but would not work! I tried him upon this principle for a week, and then my corn was as palatable to him as my neighbour's. I did not buy him for the pleasure of looking at him, so I sent him to Osborne's; for between friends warranties of course are out of the question. He was sold in less than an hour for the same money that I had given for him, and he was returned in less than a week for the same reason that I had parted with him. I refused to take him back.

"But you warranted him, Sir."

"Yes, to be sure I did; I warranted him sound, but not to eat!" To this there was of course no answer, except a reference to the College. He was examined and passed as sound: the purchaser resold him for more than he had given me for him; and I afterwards learnt that he was sold six times over that summer, and always returned for the same reason! I took an opportunity of asking the gentleman from whom I bought him, how he had brought him into such good condition?

"Nothing more easy—I fed him for a month on chopped clover, bran, and malt, fermented by a little yeast."

This is the way to pickle a horse for a friend!

Soon after the first edition appeared, I had an opportunity of inquiring into the subsequent history of this horse. It is worth mentioning. He continued sickly for several months: towards winter he was sent down into the salt marshes, where he remained nearly a year. On being taken up, his stomach had recovered its tone; he worked well and fed heartily, and ever since he has proved a useful horse.

But to resume my narrative. I mounted many a slug and many another dandy before I again ventured to buy, and examined at least ten times more than I mounted. The "picture of a horse" was the next that fell to my lot. I wanted something more substantial, it is true; but a "perfect picture" has attractions for every eye, and mine was of course captivated.

"To be sold, for only half his value, under peculiar circumstances, which will be satisfactorily explained, a beautiful grey gelding. For strength and symmetry he stands unrivalled; he is a perfect picture of a horse, and goes *so* pleasantly: he is well known in the Surrey. Warranted in every respect. Apply to A.Z.," &c.

I found the above description in the columns of the Times, and notwithstanding its elegance of grammar and style, I made all allowances for the education of a Surrey sportsman, and left my card at his stables. There was a something about the look of the stables that I did not like—an indescribable *negativeness* of appearance. There was no groom; he was out, exhibiting his "picture;" there was no key to the door; there was no manure piled up under the window; there was no learning any thing about the horse, or the owner, or even the place itself; but then my call was unseasonably early, and though I recollected these matters afterwards, they made but a faint impression at the time. I went away for an hour or two, and then repeated my visit. The "picture" was produced and exhibited; and certainly he had not been unfairly described; he was a fine-looking horse, of great power and spirit; but why was he sold?

"Master had been unlucky, and was going abroad for the summer." Delicacy of course forbade more minute inquiry; I cared not whether he absconded to avoid a dun or a halter, provided the horse were sound: the cause of separation was very sufficiently explained, and I soon found that the animal was "well known in the Surrey." Forty guineas was but a moderate figure; and after less than an hour's trial, I paid the money, stipulated that the saddle and bridle should be thrown into the bargain, and rode him away at a round trot; afraid of leaving him till my servant might bring him, lest some more active bidder should anticipate me in the interim. We liked each other very well for the first twelve hours; but, in pursuance of an old habit of mine with a new purchase, I rode my hunter at a smart pace over the stones both in going and returning to the city, and the next morning he was dead lame! I had taken no warranty, for where was the value of one from a man confessedly insolvent? I had no remedy, but for the farrier to make the best of it. He was examined—not a trace of disease appeared; his shoes were removed, and then we found the marks of an old wound that had no doubt established his fair fame "in the Surrey;" some time or other, though not recently, he had staked his foot. I was well assured that the brute was lame for life, and I sold him to the farrier himself for £15 on speculation!

Nothing daunted, I set off once more to examine "a sweet mare got by Tickleback out of Muley's dam, by Fireaway, sire by Cockchafer, Skyscraper, Run-the-rig," and so on, a pedigree as long as her tail. She too belonged to "a gentleman." I was determined to see my "gentleman" this time. A sort of nondescript, half gentleman, half jockey, but with the word rogue as legibly written on his face as if it had been tattooed there, came forward. "Bought her for breeding, Sir; won't do; dropped three fillies running. Sweetest creature that ever was crossed, but won't breed a colt, and she must go."

I cared not a sous whether she dropped colts or fillies, so long as she did not drop me.

"Do you warrant her, Sir?"

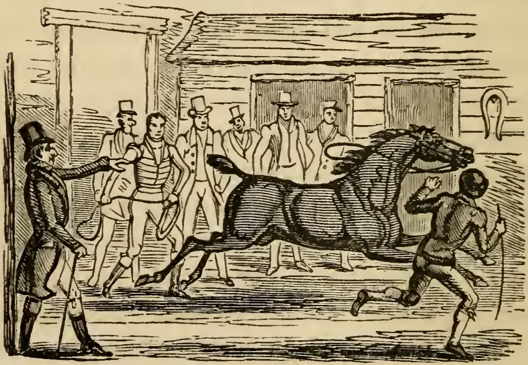
"Warrant her! to be sure: I'll warrant her to fly with you."

"Will you warrant her sound?"

"Tickleback sound! why she's as well known at Tattersall's as myself!!!"

I was by no means satisfied, but in decency I could press the point no farther; I liked her looks, and thought the best policy was to assume that his intentions were good. I told him I would send a check by my servant, and would trouble him to send back a receipt with the usual warranty, and left him. In a couple of hours John brought home the mare and the receipt. "How does she go, John?" "Pretty well, Sir." I saw the rascal was drunk, and asked him for the receipt. He fumbled first in this pocket and then in the other, and at last produced an unstamped acknowledgment for the money, but not a word of warranty! The next morning, when sober, he owned that "the gentleman" had given him half a crown, and "the gentleman's" groom had helped him to spend it! The rest was easily explained; "the gentleman" was gone to Melton or Newmarket instead of Tattersall's—but the mare went there: was certainly "as well known" as I could wish; it was the only word of truth the fellow had spoken. She had slipped her hip in foaling, and had been sold three times in three months, at an average price of ten pounds! I lost only twenty by her, and thought myself a lucky dog.

I had not yet had enough of "gentlemen!" A chesnut horse was advertised for sale at some livery stables of the first respectability. He was "*bonâ fide* the property of a gentleman, but too high-couraged for his riding, and parted with for no fault." The advertisement ended here, and the absence of all the usual encomiums persuaded me that the description was true. My eye does not often deceive me as to the external pretensions of a horse: the animal in question was beautiful, and his action good. I inspected and handled him minutely; I picked up every foot, passed my hand down every leg, and found neither fault nor blemish. I mounted him, and rode him for an hour. I was satisfied, and bought him, taking care this time to obtain my warranty myself. For two whole days he did justice to his owner's representations. On the third day I was too much occupied to ride; but the following morning I hurried to the stables, resolved to make up for lost time. No sooner was my foot in the stirrup than, with the cunning of a monkey, he raised his near hind foot and shoved the stirrup-iron away. He repeated this fun two or three times; I tried on the off side, but he was as clever there! "Off with the saddle, John, we'll try him without:" but the

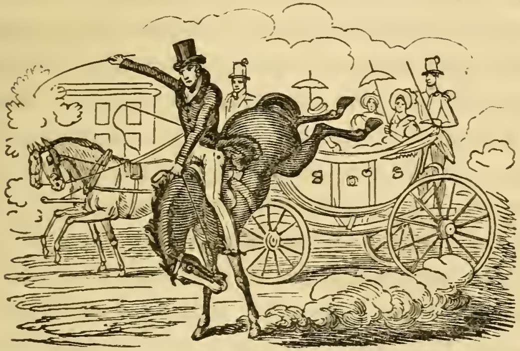


sly rogue was up to me; he crouched like a camel. "Pick up his fore-leg, John." Nor would that do: he reared, broke away from two men who were helping, and galloped up the ride. A full hour was spent by me, and every man in the yard, to get across him, but all in vain; defeated and mortified I returned home, leaving directions to sell him. My warranty *did not extend to safety in mounting!* I had not been home an hour, before word was brought that he had kicked an ostler and laid him up! I was of course bound to indemnify as well as cure the sufferer; and sent the savage brute to Osborne's. The next morning a second groom received a kick that cost me another guinea. I sent him to the hammer as a vicious horse. He was sold for more than he cost, but not until he had sent me a third claimant for compensation! It was a dealer that bought him, and he certainly found a discipline to cure his vice. He killed him in less than a month!

I was curious to learn the reason of his extreme docility for the first three days after I had him. By a fee to some of the understrappers at the stables I soon arrived at the truth. He had been tied up to the rack both day and night for a week before, and never allowed to sleep except standing!

enough to tame a tiger, it must be confessed. I lost nothing by him, however, and I gained both a specific for a vicious horse, and a wholesome apprehension of " gentlemen." But I was not yet cured of my prepossessions in favour of my caste. I bought two more horses of " gentlemen :" both were of very amusing character and behaviour. One of these "gentle" animals spilt me at my own door ere I was fairly in the saddle. Expecting any thing but a summerset, before I was *bonâ fide* mounted, she gave a plunge that made me within five seconds describe a parabolic curve to the ground at her off shoulder! It was an old trick, but the warranty did not extend to vice! The other case was that of a mare of noble lineage, bred by an illustrious earl. She carried me fairly enough till we chanced to meet a landau filled with ladies taking their morning drive. I was about to salute them, seeing some acquaintance in the party, and checked her for the purpose. The ungraceful brute threw up her heels, and by way of showing off her rider, as well as her own agility, fairly ran some fifty or a hundred yards exclusively on her fore legs. Her hind ones ascended alternately like the stampers in an oil mill, or, more correctly speaking, her action resembled one of the

Harlequin jackanapes that tumble about a fair, converting their arms into legs, and walking on their hands, nobody knows how.



Half a score of similar misfortunes at length satisfied me, that gentlemen-dealers are little better than arrant knaves, and I turned my attention elsewhere. I rambled as chance led me into a dealer's stables. Twenty horses were at my service in a moment. One was a noble animal. " Will you see him out, Sir?" " By all means;" and after due preparation he was trotted out in style. His paces were good; his legs were clean: I tried him by the usual tests, and could find no fault. " Put the saddle on, Tom; the *gemman* will try him." I declined the trial, for it was clear from the sweat remaining on his withers that he had just been brought in. "I will call again to-morrow," I replied.

"At what hour, Sir?"

"At nine o'clock," and away I went. I did not altogether like the men; they looked too knowing; but I fully meant to keep my word, and I did so; not, however, without a little precaution. I went to a sharp, intelligent ostler, whom I knew I could trust, (not for past, but prospective benefits,) and desired him to meet me at the place exactly at half-past eight. I told him to walk through the stables, keep his eye on all that passed, but not to know me when I arrived. He obeyed my instructions to the letter. At nine o'clock, according to appointment, I came. My horse was produced, but to my surprise he was warm and in a sweat, even at that early hour: he was again "trotted out." I asked no questions, and civilly wished them good-morning. I inquired of my piquet what he had noticed before my arrival. "He was brought out half an hour before, Sir, with legs like mill-stones. I asked if he was sold, and they told me a gentleman had agreed to buy him. They trotted him up and down the street for a quarter of an hour *just to fine his legs*, and were rubbing him down when you came in!"

I proceeded to the next stables; a well-bred little horse seemed to correspond with my wishes, and on trial he suited my taste. "What is the figure?" "Twenty pounds." My suspicions were awakened, but I said nothing. He went freely, and neither stumbled nor shied. I gave him the reins and galloped him above a mile, most of it at speed. His wind was good; he was aged, but showed no symptoms of over-work. I could not detect unsoundness, and I bought him, warranted. The next day he walked against a brick-wall, and for the first time I discovered that he was blind! yet it was only scientific inspection that could have found even a blemish in his eyes. Blindness is not unsoundness in horse-dealing law, whatever it might be deemed by Sir James Mansfield: I therefore sold him and sustained no loss; on the contrary I gained, as in a former instance, a valuable lesson for nothing.

I am selecting the most instructive cases only, and therefore pass by scores of other mishaps like this. I ran the gauntlet through Osborne's, Tattersall's, and the Bazaar, and between the one and the other learnt that in a horse-dealer's estimation, unsoundness does not and cannot exist—in a farrier's judgment every horse in creation is unsound unless the seller is his customer. I went to a very celebrated place (I dare not mention names), and after describing my necessities to Mr. H———, requested him to go round the stables with me. He cheerfully complied.

" That chesnut cob is a likely horse. Will you see him out ?"

" Is he warranted ?"

" Certainly."

" Then trot him out."

He blundered at starting ; I held my peace, but examined him narrowly.

" He has a thrush, Mr. H———."

" Oh no, Sir, nothing of the kind."

" But look at him."

" I see nothing."

" Smell the foot."

" 'Tis a little stale, Sir : but a thrush is no unsoundness."

A dark bay mare attracted my notice : she was brought out.

" She goes tenderly, Mr. H ———."

" Her feet have not been stopped this day or two : she will go right enough when she is in work."

" I doubt it ; I think she has a screw loose."

" What's the matter ?"

I examined her closely, and found one foot contracted : I pointed out the defect : Mr. H——— was incredulous.

"She is as sound as a roach, Sir."

"She has not been so long; there has been violent inflammation within these two months, or that foot would never be so contracted."

"There is not a hair's difference between her feet."

I took up a straw and measured them; the difference was nearly half an inch.

"Put her in again, the gentleman is no buyer." But I was a buyer, and an anxious one; so I soothed my guide into good humour, and he at length introduced me to a very promising active cob.

"That's your horse, Sir! he is worth any money: put the saddle on, and try him."

"Not till I have examined him, you may be sure. What is that grey mark above the knee-joint?"

"He got loose a few months ago, and entangled himself in the halter."

"The groom, then, deserved a halter: but let me look a little closer."

I instantly perceived a corresponding mark below the knee (the usual traces of wearing a knee-cap), and had him put to his trot. His action was uncommonly high, and this of course led me to minute scrutiny, when I found traces of the speedy cut.

"Do you call that unsound, Sir? All horses with good action will cut themselves at times."

His patience however was not quite exhausted. The next horse had a splent; the next a spavin; a third showed the recent extirpation of a corn; and a fourth exhibited symptoms of the mange.

"Upon my word, Sir, you'll say next that a horse is unsound if one ear is longer than the other! you won't find a horse here to suit you, I assure you."

I thought so too and decamped, yet I believe there were not less than a hundred all warranted or to be returned in a week.

I must request my readers to substitute Mr. X.Y.Z. for Mr. H———, throughout the preceding pages; for, such is the tenderness of conscience in all the horse-dealing fraternity, that at least a dozen individuals have accused me of meaning them by Mr. H———. "A pretty figure you have made of me, Sir," exclaimed the first man I met, after my work came out.

"You, my friend! I have not mentioned your name."

"Ay, but all the world knows who you mean by Mr. H———, and so does my attorney!"

The man's name began with a T. A day or two after, while still labouring under the dread of an action for libel, a second self-dubbed hero of my tale favoured me with a call.

"I am come, Sir, to demand an explanation."

"Explanation, Sir! what in the name of wonder do you mean? who are you?"

"My name, Sir, is Jenkins. You know it well enough. (I had never heard of the fellow before.) You must publish an apology in the papers, or I'll work it out of you."

I immediately saw there was some mistake, and became cool: too cool, for I betrayed an inclination to laugh.

"You may laugh, Sir, but you shall come down for it. I never showed you a horse in my life."

"Allow me to ask what is the matter?"

"Matter, forsooth! you know that I was acquitted?"

"Really I have not the honour of knowing any thing about you."

"Then who is Mr. H——— ?"

The man had been tried for horse-chaunting, it came out, under the name of Hall!

As X Y Z are understood to represent the unknown quantities in an equation, the substitution of these convenient initials may save me from various other vexatious inuendoes.

To proceed with my narrative;—

What could I do next? I employed a man to buy one on commission:—he bought me three: the first was broken-winded; the second reared, and left me comfortably seated on the ground, providentially falling himself on the other side; the other died within a fortnight, of inflammation; and at length I began to discover that it was worth the scoundrel's while to be paid a commission on the sale of an unsound horse, as well as on the purchase of a sound one.

I next availed myself of a farrier's kind advice. But how could he do otherwise than hand over his incurable patients to my care? A country farmer tendered me his services; he sent me two on trial; both kissed the cockney pavement in less than a week; and could I do less than make up their depreciated value? Two kind *friends* offered to *oblige* me with cattle of their own. Luckily I had the prudence to decline both offers. The glance of an eye told me they were lame; I civilly regretted that they were not "the sort of horse I wanted;" and both broke their knees within a month!

And now, gentle reader, for my inferences à la Martineau. Whenever you see a horse advertised for sale, avoid him as you would a pestilence. If he is "a sweet goer," depend upon it you will be gently dropped into the sweetest kennel in St.

Giles's; if he is "well suited for a charger," he is sure to charge a hay-stack and a park of artillery with equal determination; if "he never shies or stumbles," the chances are three to one that he is stone blind, or cannot quit a walk; "the best horse in England" is to a certainty the worst in London; when "parted with for no fault," it means that he is sold for a hundred; if "the reason will be satisfactorily explained," it may be taken for granted that the master has absconded, either for stealing him or robbing his creditors; when "built like a castle," he will move like a church-steeple; if "equal to fifteen stone up to the fleetest hounds in England," depend upon it he never saw the tail of a hound in his life; if he is a "beautiful stepper," you will find that he has the action of a peacock; if a "liberal trial is allowed," be most especially careful: a deposit of half the price, but *three times his value,* will assuredly be required as security for your return; and finally, whenever you see that he is the "property of a tradesman who wants to exchange for a horse of less value for his business," of "a *gentleman* who has given up riding from ill-health," or because "he is going abroad," of "a professional man whose avocations call him from town," of "a person of respectability who can be referred to," or of "the executors of a gentleman lately deceased," you may safely swear that he belongs to a systematic chaunter, who will swindle you both out of horse and money, and involve you in all the trouble, cost, and vexation of an Old Bailey prosecution to boot.

I have tried all these fellows: I have ferreted them out in all their holes and corners; I have run them to earth scores of times; I have detected them buying a blemished or a stolen horse for ten pounds to-day, and selling it clipped for fifty to-morrow; starving a poor famished wretch without water for a week, that it might drink itself into a dropsy, so as to "show a good barrel" at the next sale-day; or, as you have already seen, subduing by protracted torment, into deceitful quiet, a horse so vicious as to endanger the life of his rider and all around him. Their minor villanies are so numerous as to make description of them impossible; and in these, aided by their grooms, some self-called "gentlemen" do not disdain to share. I have known men not ashamed to boast of their ingenuity in tricks very nearly allied to swindling—cauterizing the teeth to conceal age, surfeiting a horse with unwholesome food, staining a blemished knee, or clipping a horse just condemned at the college, to prevent recognition. These and many such rascally devices, I have heard confessed with vanity by young puppies who deserved to have their gentility unrobed at the cart's tail; yet the confession has been received with envious applause by scamps of the same order, who wanted the address, but not the will, to show their knavery to similar advantage.

Horse auctions or commission stables are only one degree removed. I have been accustomed to frequent them all, and in all I observe the same faces, hear the same coarse jokes, and very frequently recognize the same horses brought to sale half a dozen times in a season. The reason is obvious; these places form the market of the trade, and like all other markets, are frequented by the lowest class both of dealers and customers. The proprietors cannot help it if they would; but their interest lies the other way. The commission is the same on a good or a bad horse; but as nine out of ten fall under the latter description, the profit is essentially derived from their sale. Hackney-coach owners, jobbers, hucksters, travellers, butchers, bakers, and all the tradesmen who require light carts for the conveyance of their goods, frequent these places; and to meet the demand of such customers, all the refuse of the field, after the hunting season is over, and all the disabled cattle of the summer stages to Brighton, Southampton, and so forth, when these places are deserted, are here sent to the hammer. Many a horse will do very well for harness that is unsafe for the saddle; and in fact very few, even of the most showy and "splendid" horses, are broken into harness, until they have proved their inability to carry weight.

Two or three friends have entreated me to except various commission stables from this sweeping censure. I regret that I cannot oblige them. Yet I feel bound to say, that although I have never dealt there, I have frequently been through Mr. Shackel's stables in Oxford Street, and have noticed many horses in them of first-rate pretensions; while the courtesy and professional intelligence of Mr. Shackel himself have almost made me regret that I had no occasion to avail myself of his services.

The Horse and Carriage Registry, mentioned in the introductory chapter to this edition, undoubtedly affords the best means that could be devised of facilitating the purchase of a horse. The simple course of describing the animal wanted in terms well understood by the trade, and sending this description by a twopenny-post letter to an office which must necessarily become the great market for horses, and where every animal registered is similarly described, according to his character and qualities, cannot fail in supplying purchasers with little trouble, little cost, and perhaps as little risk, as it is possible to incur in such transactions. Where a horse is registered for sale in the same terms as are used by the purchaser in describing the horse that he wants, it is very unlikely that "business should not be done" between them, provided both descriptions are accurate. It is the seller's own fault if he loses a fair opportunity of sale by sending a false or inaccurate description of his horse; and on the other hand, it is the purchaser's fault if he cannot describe the animal he wishes to purchase. A difficulty may, after all, arise, on *his* part, to decide whether the horse answers his description; but when a skilful farrier will be sent to any part of the town to examine it for him, for the trifling fee of half a guinea, he has only himself to blame, if from misplaced economy he grudges the fee, and confides in his own judgment.

I strongly recommend every gentleman who is anxious to be mounted without personal trouble or serious expence, to make a fair trial of this new plan; but if he distrusts its efficacy, I have arrived at the conclusion that there are but two other tolerably secure modes of obtaining a good hack for the saddle.

The first, and by far the best, for a man who has time and opportunity, is to visit the breeding counties, Norfolk and Lincolnshire especially, and by introduction to some respectable farmer, to choose for himself. If he distrusts his own judgment, it is not difficult to obtain the assistance of a practical man, if he makes it his interest to serve him; but as there are few who can afford the time and trouble which this implies for an object of comparatively trifling importance, the simpler alternative is to trust to the character and judgment of any of our principal dealers. Their stables are usually supplied from the country fairs; few of them buy for themselves; they employ agents who live by the occupation, and whose interest of course is to buy judiciously. Such agents are, for the most part, familiar with the stock of every extensive breeder, and know well what to reject.

London dealers of this class are respectable men; they know and avoid the stigma of unfair play. I have found many of them deceived: I have tried three horses from one stable in the same day, and two have fallen with me; but the dealer at once discovered the cause to be in the horse; and was, or appeared, sincerely, to be more annoyed at the reproach he felt to be due for mounting me unsafely, than at the injury his property had sustained.

It is as true in horse-dealing, as in any other trade, that constant and permanent success depends on character, as well for honesty as for judgment. A man *may* sell a bad horse to advantage, but he knows that, if chargeable with an intention to deceive, he is at once classed with the knaves of his profession; and *regular* customers are driven away from his stables for ever. Horses are rarely to be found at these places, cheap, nor is it reasonable to expect it; for all perishable commodities, and few deserve the epithet more than cattle, are inevitably high-priced. It is better, however, to give sixty or seventy guineas in the first instance, for a good and tried horse, than to buy half a dozen at an average of half the money, with the certainty of losing at least forty per cent. on the sale, exchange, or return of five of them.

I feel no impropriety in mentioning the names of some of those dealers whom I have personally found to be safe men; especially as my work is published anonymously. In the city, I should recommend Dye, of White Lion Street, Spitalfields. I must acknowledge that I have not been fortunate in my purchases from him, but I have always met with very fair dealing at his stables. At the west end of the town, I think that Elmore, Wimbush, Anderson, Kenrick, and one or two others, whose names I do not at the moment recollect, are all to be trusted. From Kenrick, especially, I have met with very liberal treatment; and I have bought two excellent horses out of his stables. I doubt if he really knew their character when he sold them, though he undoubtedly fully appreciated their value! I have since re-sold them both, after more than a year's use of them. One became lame, and I was obliged to sell him at a considerable loss without a warranty. The other was sold to advantage.

Some persons in the trade have found great fault with me for thus specifying individuals; and with natural jealousy have founded upon it an opinion, that I know nothing on the subject. To this I reply, that I like to speak of people *as I find them.* I have either personally, or through my friends, found all these men treat a customer with fairness and honesty; I am therefore entitled to presume that such is their general system—for so entirely am I a stranger to them, that though I believe they all know me very well by name, I have not received even the simple acknowledgment of thanks from more than one of them, for the recommendation that I have here given of their stables. I do not, however, blame them for the omission, though it seems a little ungrateful. My real object, and of that they are probably sensible, is to benefit my readers rather than the trade. I can truly say with respect to Kenrick, whose horses I have tried most frequently, that while I consider them very high-priced, I think him a fair trader, and an excellent practical judge of horse-flesh. Till I find that he treats me ill, I shall continue to express the same opinion.

The horses of such dealers are generally high-priced, and I have seen many among them which I would not buy at any price; but still I should go with confidence to their stables. I have little doubt that respectable dealers will themselves find it well worth their while to enter their studs at the Horse and Carriage Registry. The certainty of finding a customer there for every horse that is faithfully described (for whatever may be its description, it must suit the wants or taste of somebody), will be an advantage well purchased by a moderate fee, or annual subscription, and no dealer's private connexion, however large or respectable, can be expected to compete with the books of such an office. It will be the cheapest method of advertising their stock; and, in fact, if their descriptions are only faithful, the Registry will render every dealer independent of connexion! A total stranger to town might thus establish and carry on a large and prosperous trade in four-and twenty hours.

My reader must here forgive me for anothe suggestion of a personal nature. To betray distrust, is the sure way to be deceived : if you wall into a stable with an air of gratifying curiosity criticise horses merely to affect a knowledge, an ask for prices as if to contrast them with price elsewhere, and to feel the market rather than " d business," it cannot be expected that you will mee with courtesy or attention ; much less that you wil be regarded with honest interest as a customer.

Your true-bred citizen, and almost as often, you exquisite of the park, cannot tell a horse from cow, unless he sees him in a hackney coach Yet even where my previous advice is strictl followed, some little skill in horse-flesh is by n means superfluous. Few of the horse-dealers even of the most eminent, are scientific men ; the know the merits of their studs by practical experience, but they rarely possess better information. The ignorance of many of them is so great that I believe they often obtain the credit of lyin when they do not deserve it. Splents, thrushes windgalls, incipient spavins, and many other mino diseases, are always declared to be " of no consequence whatever ;" coughs in particular are to b found "in every stable in London at this season of the year;" and any attempt to deny these broad positions, or to enlighten the ignorance from which they proceed, is resented as an insulting suspicion, or ridiculed as absurd! I have really been astonished to find how generally uninformed the dealers are in the very elements of veterinary science, and how unwilling they are to receive correction; though this, it must be acknowledged, is the usual characteristic of illiterate men. In fact most of them are better judges of their customers, than they are of their cattle. Such a colloquy as follows, usually begins the negociation.

"I want a horse, Mr. Smith."

"I shall be happy to serve you, Sir: will you walk round my yard?"

"I don't wish to give a high price, Mr. Smith."

"I have horses of all prices, Sir: is it for the saddle or harness?"

"I shall use him perhaps for both purposes."

This unlucky answer at once stamps the customer; an inferior animal is the first to which his attention is directed—an instant suffices to show his pretensions to practical knowledge. The customer, if *very* green, at once walks up to the shoulder to scan his height; the horse starts at the rude approach of a stranger, and the question is promptly asked, "Is he quiet?" On receiving a favourable answer, which it would have been wiser, and not quite so green, to have obtained before entering the stall, the customer cocks his chin upon the shoulder, and estimates the height within six or seven inches.

"About sixteen hands, Mr. Smith?"

"No, Sir; not more than fourteen two. Will you see him out?"

Abashed at his mistake, the buyer nods assent and when the animal is walked out, stares at him as if he were a rhinoceros, looking askance first at one leg, and then at the other.

"I'll warrant him sound, Sir."

"Are his legs quite right?"

"No better in England, Sir."

"He seems to me to stand rather awkwardly;' and then first comes out the reluctant admission—

"But I am no judge of a horse."

Had the same declaration been made frankly at first, no harm would have been done: the dealer would have anticipated a review by the farrier, or, if honest, would spontaneously have suggested a trial; but now you are at his mercy.

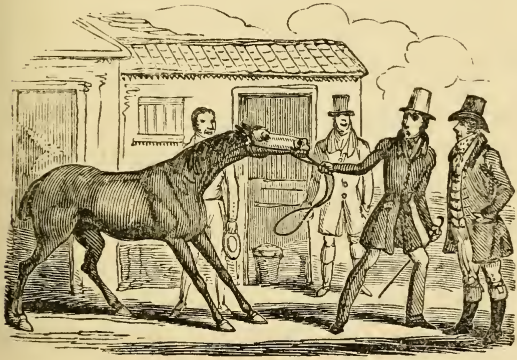
"Run him down the ride, Tom."

After gazing at him in silence, as if he had never seen a horse move before, the cockney, for very shame, makes some unmeaning remark.

"I think he goes very odd behind, Mr. Smith."

"'Tis only his way of going, Sir; all young horses are raw in their action."

"Are they? What may be his age?" and off my gentleman starts with a knowing look to examine the mouth, pulling the bridle, and twisting the jaw as if he would break it, to get a peep inside. The poor animal shrinks from such painful and unwonted scrutiny, and back starts the cockney in dismay.



"Does he bite, Mr. Smith, eh?"

"No more than you would, Sir."

"I am afraid he won't suit me; have you any other to show me? I want a quiet animal, for I am not much used to riding."

"I shall have a lot in next week, Sir; and," (in a half whisper) "a full-grown jackass among them." There ends the matter — Mr. Dimity walks off in a dudgeon, and indemnifies himself by boasting of his sagacity in escaping from "the fangs of that rascally horse-dealer, Smith, who wanted to palm off a vicious horse upon him, but he was too knowing;" while Mr. Smith, on the other hand, piously resolves to "take in the next greenhorn of a man-milliner," out of revenge for the trouble of uselessly showing his stud.

Sometimes the affair goes a step further.

"I want a horse, Mr. Smith, but I won't go beyond thirty pounds."

"I have one about that figure, Sir."

"*Figure!* is he well made?"

He is trotted out, admired, and purchased: four-and-twenty hours elapse, and back come the horse and his rider; the one in a towering passion, the other in a foam.

"You have treated me in a pretty way, Mr. Smith, but I'll take the law of you, hang me if I don't."

"What's the matter now?"

"Didn't you sell me this horse as sound, and make me pay thirty guineas for him?"

"Well, Sir, what then?"

"What then, Sir! what then! why look here, look at his knee! see how he has cut himself!"

"I see nothing; has he been down?"

"Down, indeed! no, I think *I* can ride better than that; but he has a scar as long as my arm."

"Then you need not have been so long in finding it out. Did you expect for thirty guineas to buy such a horse as that without a blemish?"

"Blemish! but I'll take the law of you, you rascal, you may depend upon it. My first cousin is an attorney, and he will bring the action for love. I'll make you smart for it yet."

My first cousin, the attorney, if an honest man, tells him that he is a fool for his pains; and if a rogue, makes him pay a hundred pounds to learn that a blemish is no unsoundness!

I have known a yet more unlucky fate; or at least more mortifying. A friend of mine called on me one day in a very sulky mood; he had "been nicely tricked; choused out of fifty pounds by a swindling knave, and got nothing but a lame horse for his money."

"Then why not return him?"

"Oh! the dealer swears he was sound when I took him away yesterday, and what's the use of going to law with those fellows? they will swear black's white."

"Very true; but let me have a look at him: where does he stand?"

"Close by; but I hope I've got rid of him by this time; I told the ostler to sell him for what he would fetch."

"Never mind; I'll take my chance of finding him."

And away we went. On reaching the stables, we found the horse *was* sold and paid for; he had fetched five-and-twenty pounds, and was to be taken away the next morning. For curiosity's sake I begged to see him, and he was led out as lame as a duck.

"Why, Tom," I exclaimed, "have you had him new shod since yesterday?"

"Yes, to be sure; he had scarcely a shoe to his feet."

I sent for the farrier, and with permission, had the shoe removed from the near fore foot, and then replaced.

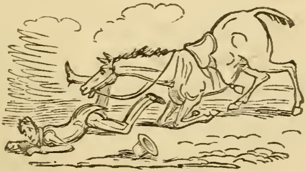
"Now try him on the stones."

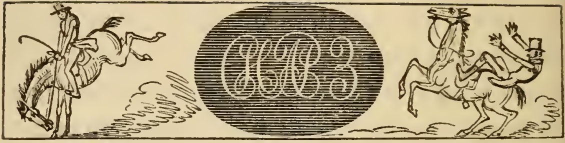
He went as soundly as the day he was foaled. One of the nails had been driven a trifle too far, and had touched the quick. I dare say that for some days the foot remained tender, but my friend Tom bought a little experience, though somewhat dearly, for five-and-twenty pounds.

I have observed that dealers themselves are not always familiar with their horses' defects. I once bought one in the country; I rode him to town—only a few miles, and he fell; he was not blemished, and I returned him. The man would not believe my story; he fancied, as they often pretend, that I returned him from caprice, and was dissatisfied. I offered to keep the horse on one condition—that he should ride with me a mile over the stones at my pace: if he did not stumble, I would have him. He readily assented; we mounted, and set off at a moderate trot.

"There never was a surer-footed horse in England—stones or sward."

But scarcely were the words out of his mouth, before the animal gave him the lie direct, blemished his own knees irretrievably, and, as if by way of appropriate rebuke, caused his rider almost to bite his tongue off in the fall! The horse had a running thrush.





THE few instances which I have given, will suffice to show the value of a little practical knowledge in examining a horse, however respectable the seller may be.

I do not pretend to be myself very scientific in the matter; and if I were, it would not be easy to convey such knowledge on paper. What they call in the anatomical schools "demonstration," is indispensable to scientific knowledge. There are however some criteria so obvious, and so simple, that any sensible man with a correct eye and a discriminating touch, may apply them. Horse-dealing is perhaps the only subject that contradicts Pope's maxim, "A little knowledge is a dangerous thing."

The first point to which I should direct a purchaser's attention, is the size and apparent strength of the horse. This is a matter on which every man who follows my former advice, to consider well what kind of a horse he wants, is more or less competent to judge.

I will offer a remark which to me is new. A well-bred horse is rarely able to carry much weight if he stands less than fifteen hands and an inch; a half-bred horse will often carry great weight though he does not exceed fourteen. It is difficult to define exactly the difference in appearance between well-bred and half-bred horses. To the eye it is intelligible at a glance, but it may guide the observation in some measure to notice that there is a general lightness and promise of elasticity about the former, which the latter usually want; the head is smaller, the crest higher, the mane and tail more silky in their form, the hocks and legs are flatter, or have that character which the jockies describe as "clean:" the root of the tail is better defined, the outline of the hind legs from the hock to the fetlock is perpendicular; the tendons of the muscles in the leg are usually more distinctly developed, and are more tense to the touch: the feet are smaller, and their pastern joints are commonly longer. Their action is yet more distinct; the high-bred horse does not usually possess high action, and his walk and trot are slower in speed and less brisk in appearance. On the other hand, his canter or gallop is more graceful, more easy, and of course more rapid. His mouth feels more lively or "lighter," as it is termed, to the bridle-hand, and there is altogether a vivacity both in appearance and in movement which is seldom found in a half-bred horse; wholly different however from that bustling kind of activity which may be noticed in a butcher's trotter. If my reader will bear these general remarks in mind when he has an opportunity of comparing different breeds with the eye, I think, that after a few trials, he will be at no loss to form an accurate opinion, even where the difference of breed is not considerable. I have heard people exclaim, "What breed!" when they see a slovenly-made weedy thing, with long spider-like spindle-shanks, and as lean as a lath. Though a certain degree of slimness of make is commonly observed in thorough-bred horses, especially when young, there is no greater mistake than to suppose that this is the invariable concomitant of pure descent. Smolensko was remarkable for the size and power of his limbs: I once measured his leg below the knee with my hands, and it required the span of one hand, aided by a finger of the other, to encircle it. I believe that Terrare was yet larger in the bone.

When the term *thorough-bred* is used in its strict acceptation, in reference to the pedigree of a horse, it means, that for five generations back, its purity of blood can be deduced without uncertainty: and by purity of blood is meant a lineal descent from the Barb, Turk, or Arabian. The pedigree of our celebrated race-horses being matter of record in the stud-book, it is always sufficient to trace any horse to an ancestor of acknowledged breed, such as Eclipse, Childers, &c., and if this can be done, on the side both of the sire and the dam, no further pedigree is necessary. This brief explanation of the term "thorough-bred" is offered to those who are in the habit of breeding stock; but I must repeat that my book is not designed for the edification of practical and experienced men.

If the object is to get an animal of considerable power and fair speed, and the price must be restricted to forty or fifty guineas, I should recommend one of the cob make, between fourteen and fifteen hands. If activity and wind are more coveted than strength, a horse about three-parts bred, and not under fifteen hands, is more likely to answer the purpose; but if he is good for any thing, the figure will be at least ten guineas higher. Should an occasional day's sport be combined with other views, both height and strength are indispensable, and seventy guineas will be the minimum price. But it is very rare indeed to find one of your "occasional hunters" fit for the field: he may carry well enough over the first two or three fences, or perhaps through a quiet day; but the chances are ten to one that on a second trial he swerves from his leaps, or bolts, or breaks down. Hunters are not sold as hacks till they have proved treacherous: and of all the nuisances on earth, an unsafe horse after the hounds is the greatest. I once fell in with the hounds pretty well mounted, but on one of these occasional hunters. It was not in human nature to turn away, even if I had known my horse. He bolted, and dashed through a bridle gate at speed; the post fairly cut off the side of my boot—another half-inch, and I should have struck it flush upon my knee-pan, and of course have been disabled for life! There is neither heroism nor pleasure in such fool-hardy adventures.

But to return to my subject. If in general appearance the horse promises to suit, it is prudent to see him through his paces before you inspect him closely; the opposite course is commonly followed, but I think erroneously. The action of a horse, when closely observed, guides to his defective points, and tells us where the scrutiny should be severe.

It is very difficult, however, to judge of a horse's action. I once took a valuable mare to the college for examination: I knew she was lame, but where, I was utterly unable to discover; and my perplexity was by no means singular. Not only was I unable to penetrate the cause, but I could not even guess which leg was in fault. Mr. Sewell himself was obliged to examine her closely. About ten or twelve of his pupils were present, and several of them were asked their opinions: each had his own, but none were exactly right, though there were but four legs between which to decide. The fact was that she was lame on *every* leg, and in consequence her action was pretty uniform.

To a certain extent, this is not uncommon. Where both the fore feet are equally tender, the action is destroyed, but it is not *uneven,* and the limp is consequently not perceptible.

In some horses, defective action is of course far more difficult to discover than the limp occasioned by disease; but still there are general rules by which the judgment may be guided. I have already noticed the usual difference in high-bred and other horses. It follows that, in criticising action, attention must be paid to the breeding of the horse; but in both classes it may be safely laid down as a maxim, that a bold and decided motion from the shoulder is good, especially if the head is well and evenly carried; the knee should be fairly bent, the foot placed firmly and fearlessly on the ground, and the toes in a direct line with the body, neither inclining to the one side nor the other. The hind legs should be well "gathered" under the body, with the toes fairly raised from the ground, and the hind feet spread pretty accurately in the impress of the fore feet. If they pass beyond, the agreeable accompaniment, vulgarly termed "hammer and click," is very likely to be heard; not when the horse is shown, for there are easy means of preventing its being audible, as allowing the toe of the hind foot to extend a little over the shoe. This noise is made by the hind shoe striking against the interior rim of the fore shoe, so that if the horn of the hind foot covers the iron, the collision with the fore shoe remains, but is inaudible: when the horse has been ridden for a week or two, the hind toe becomes worn away, and then the iron strikes audibly as usual.

If the toes of the hind feet "drag the ground," it is a defect indicative of disease in the hocks; a dropping or irregular carriage of the head is a sure sign of lameness. Very high action is bad—it is often unpleasant to the rider; it wears and bruises the feet on hard roads, and it is not unfrequently the cause of the speedy cut; the foot striking against the inside of the opposite knee; this is particularly the case in horses with broad feet and soft heels. Very low action is unsafe, for obvious reasons; the toe has a tendency to strike any accidental elevation of the ground, such as a large stone or frozen rut, and becomes worn almost to the quick; thus the foot is injured, even if the horse is not brought down. Some horses are very apt to turn their feet very much outwards or inwards in their trot; either defect is very unpleasant to the eye, and the latter often unsafe: the former is usually found in slow horses, the other in fast trotters. To judge if such a fault exists, it is prudent to change your position to the end of the ride, and watch the horse's approach, as well as his passing action.

A wide, straddling action of the hind legs, or the opposite fault, of having the hocks too close, so as to turn the hind feet outwards on the trot, is very ungraceful, and usually implies an uneasy seat. The latter fault is generally described as cow-hocked, because it makes the action resemble that of a cow. It is not uncommon in fast horses, but I am not aware that it indicates unsoundness, though it is commonly said to render a horse more liable to spavin and thorough-pin.

The ostler and the dealer together, almost always contrive to put the horse to his full trot, when shown. The object of this is to conceal lameness. To examine a horse's action fairly, he should be allowed to walk and trot down the ride quite at his own pace, and with the head unrestrained: the pace should not exceed five or six miles an hour: and if you can prevail on the dealer to lay aside the whip (a very difficult matter), it will greatly facilitate your observation. I need scarcely add that the trial should be repeated on the stones or hard road; for a horse must be tender-footed indeed, to show lame when running down the straw.

There is a peculiar appearance about the legs in some instances; it is called by the dealers "grogginess." Where the fore leg inclines a little forward at the knee, or is readily bent at the least touch behind the knee, it is termed "knuckling." I have seen very young horses show this deformity before they have been backed; but if, in addition to this, there is a tremulous, tottering motion of the limb, it is a decided proof that the horse has “ done his work,” whatever may be his age; he is decidedly “ groggy,” and should be rejected. It proceeds from relaxation of the sinews, and in young horses may be relieved and perhaps cured, by rest and blistering; but still the animal will never be fit for much exertion.

There are other points in the action to which a good judge will direct his eye; such as the carriage of the head and tail, steadiness and uniformity of the trot, and the promptitude with which the check is obeyed; if he is *very* particular, he will even see him in the lunge. I am not writing, however, for the professed jockey, but (if there is such an oddity to be found) for the acknowledged ignoramus. When he finds himself qualified to judge of the *soundness* of action, he will not be long before he learns for himself, in what its *elegance* consists.

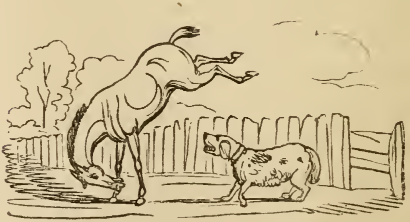
With one further hint to him, in reference to lameness, I shall quit the subject. Be careful to observe if a horse, apparently even free and bold in action, does not occasionally *drop;* if a casual halt or a sort of *misgiving* on any leg is perceived, reject the animal at once; he will fall almost to a certainty, when put to his work. It is difficult to penetrate the cause of this defect—in some cases it arises from splents, in others from sprains, in many from the remaining debility of a sinew that has formerly been strained, and in most, perhaps, from thrush, corns, tender heels, and other affections of the feet. If it is exhibited on the ride, the legs may reasonably be suspected; if on the stones the feet are probably bad: but wherever the fault exists, it is a decided fault, and the horse is an unsafe purchase.

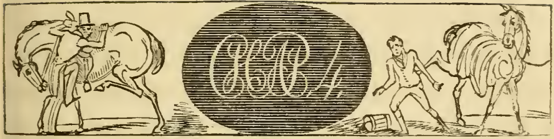
While I am adverting generally to the selection of a horse, I may allude to one or two other points deserving consideration. In judging of his height be careful to have him placed on level ground In the usual way in which horses are shown purchasers may be deceived to the extent of an inch, or perhaps two; and that difference is important, not only in reference to his strength but because it may materially affect his re-sale Few horses under fifteen hands and a half are eligible for posting, stages, or similar purposes and though a gentleman buys a horse to keep him, he should never forget the probability of his being speedily obliged to part with him, if a month's trial proves that he does not answer his purpose.

A due elevation of the shoulder, is also considered a desirable point in a saddle-horse. I cannot say that I have ever regarded it as of great importance, but it has undoubtedly a tendency to prevent the saddle working too far forward, and so far it deserves attention. I have heard good practical judges attach great value to a rise in the shoulder-blade, as respects the safety of the horse's action. My own experience, however, does not enable me to confirm the truth of the remark, though I have certainly noticed that horses with free action have generally a well-raised shoulder.

A man who is not a very timid rider, will act wisely in choosing a high-couraged horse; not one of capricious or irritable temper—that is a very different thing,—but, to use a common phrase, a horse of "good pluck," one that is ready "to go," without asking too many inconvenient questions of why and where. I firmly believe that in many instances, animals of this description, even when unsound, are practically safer than the soundest slugs. Their "courage keeps them up," is quite a proverbial expression among grooms and post-boys, and there is more truth in it than is usually supposed. A high-couraged horse is less sensible of fatigue than those of a tame and quiet temperament. We may judge in some measure by what we daily observe in human nature: a man of sanguine disposition will often endure a degree of bodily fatigue from which men of less mental energy will shrink, though possessed of greater physical strength.

I will conclude this chapter with observing that horses having long pasterns, have usually a lumbering, *lolloping* action, neither fast nor pleasant; on the other hand, those which have pasterns unusually upright, are stiff and jolting in their motion. Both extremes should be avoided; the former defect is more common in high-bred horses, and the latter is frequently indicative of a disease called the ring-bone, especially if accompanied by high and perpendicular heels. Of the two faults, it is considered the most objectionable.





AFTER all that has been said in my former chapter, it can scarcely be necessary to caution the reader, that if he is treating with men of whose respectability he is not well assured by previous information, or general repute, he must attentively listen to every syllable that is said by dealer, gentleman, or groom, and *believe nothing*.

I was one day examining a horse that pleased me much ; but I perceived a blemish over the eye: the hair was slightly turned, and on raising it with my finger I found a scar.

"It is of no consequence, Sir; a rascal that I discharged last week, struck him over the head with a fork."

"It happened last week, Mr. Brown?"

"Yesterday was a week, Sir."

"What provoked the man?"

"He was taking the horse to be shod, Sir, and I suppose he would not stand quiet in shoeing."

Now there were two little circumstances that made me suspicious of this explanation, independently of the scar not appearing to he quite so recent in date. "Yesterday week" chanced to be on a Sunday; so that there was little probability of the horse having been at the blacksmith's to be shod, at the time alleged; and, about five minutes previously, I had inquired of the ostler how long the horse in the adjoining stall had been in the stables. "He came from the country, from Reading fair, along with the two next him, in the middle of last week."

I had no object in irritating my friend, the dealer, by telling him he lied: he knew that well enough, but it would have "hurt his conscience to be found out." I was put on my guard, and had the horse led out a second time for examination, when I discovered a blemish on each knee; so slight that it had escaped my eye on my first inspection, but still so unequivocal, that even the dealer's impudence could not deny it.

"That rascal of yours, Mr. Brown, must have been a desperate fellow to maul the poor creature over the knees as well as the head!"

"Well; I believe there was a little mishap coming from Reading, but the horse is none the worse for it, I am sure."

The man lied still; the accident was at least three or four months old; and he had doubtless bought the horse as a blemished horse, to sell him at an unblemished price; but the further investigation would have profited little, either to me or him, so I left him to himself, to chew the cud on his loss of a customer. I was so well satisfied with the horse in other respects, that had he frankly told me the truth, and asked a price in proportion to the defect, I should have bought him.

In many similar instances, I have been told, with unblushing effrontery, that "he blemished himself in leaping a gate;" "he got loose last night in the stable, and rubbed the hair off:" "he ran in the dark against a barrow that an old fish-woman had left in the gateway;" to which my reply has uniformly been a philippic against drunken ostlers and careless fish-fags, with regret that such a valuable horse should be spoilt for sale. I recommend equal prudence to my reader; it will save him from buying a bad horse, and not less from a nuisance only second in degree, a personal squabble with a detected horse-dealer!

It is obviously impossible to explain, to an inexperienced man, all the symptoms of unsoundness.

I do not pretend to understand them myself, though I have had some practice, and am not altogether destitute of anatomical knowledge; but to make them intelligible by description only, would be hopeless to the most skilful veterinary surgeon. There are however, some indications of latent disease, so well marked, that any man who has once heard them mentioned, will detect them; and as my object is not to write a scientific treatise, for which I am not qualified, but to offer a few such practical suggestions as a man who has bought a score or two of horses is well able to give, I will state, in popular language, what these indications are.

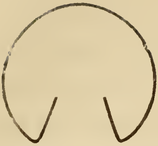
The foot of a horse is the first part to be examined. A well-made foot should, in its external shape, be almost semi-circular, and inclining to the conical form of a beer-tunnel. I must assume that my reader is conversant with the names of the different parts of the horse's foot; if not, let him turn into the next farrier's shop that he passes, and five minutes will be advantageously spent in acquiring them.

To enable him to receive his lesson with more advantage, I will briefly mention the principal parts of this important organ.

The foot is enclosed in a horny case called the *hoof.* This horny case is termed the *crust* or *wall.* It is about half an inch in thickness in the fore part of the foot, and becomes thinner as it recedes. I have already observed that the hoof inclines upwards in the form of a beer tunnel; it would be more scientific to say that the inclination is, or ought to be, at an angle of 45 degrees with the plane of the shoe. If this angle is materially less, the sole is flat, or perhaps convex; if the angle exceeds 45 degrees, the foot is contracted. Any man may easily accustom his eye to an accurate measurement of the angle, by attentively noticing it in the extension of a pair of compasses. It would be rather green, however, to produce them at Tattersall's or the Bazaar.

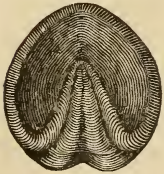
Where the hoof appears to unite with the skin at the top, or more properly speaking, at the root of it, it is called the *coronet.* The crust here becomes very thin, and at the thinnest part, it is called the *coronary ring.* There is a thick fold of skin just above this, which is called the *coronary ligament;* not that it is a ligament in the true anatomical sense of the term; such however, is its name.

The crust of the hoof extends itself towards the heel, and then abruptly curves inwards, in the form delineated in the next page.



The ends thus inclining inwards, are called the bars; they are not usually seen except in faint traces, in London horses, for, from a very mistaken and mischievous policy of the farrier, whose ambition is to give the foot an open appearance at the expense of safety and soundness, they are cut away in paring the foot for the shoe; and this is what they call "putting the foot in order!" I have scarcely ever seen a horse in a dealer's stables that retained the bars perfect.

The *frog* is an elastic horny substance between the bars, occupying about a fourth part of the foot, and in the shape of the letter Y inverted.



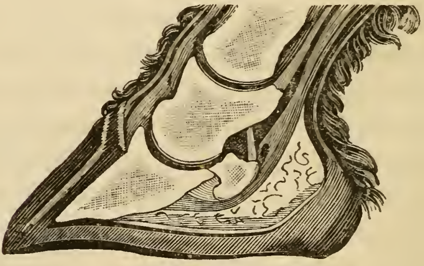
It will be more clearly understood from a figure. It is also the fashion to reduce and pare away the frog as well as the bars. To do this so far as not to expose it to the first contact with the ground, when the foot descends, is perhaps judicious; but nothing is more obvious than that nature intended this elastic and hard substance to break the jar of the descending foot, and therefore it ought still, notwithstanding the artificial protection given by the shoe, to meet the ground. It should be recollected that the shoe is only an aid to the firmness and durability of the crust, and instead of contributing to the elasticity of the tread, has a tendency directly the reverse, and so far, injurious.

Instead, therefore, of removing any of those parts which are intended by nature to soften and diminish the jar of violent action, it should be our study to preserve them, as far as is consistent with the necessary defence of the crust. It follows, that the frog ought to be allowed to project so far as to meet the ground, though not so low as to be the first part to come in contact with it.

That part of the external foot which has a plane surface, and extends from the frog to the crust, is called the *sole.* This, too, is horny and elastic. In a healthy foot it ought to be somewhat concave: and this form should be maintained as much as possible, in preparing the foot for the shoe.

The *heels* constitute the posterior part of the foot, in which the two branches of the frog terminate, and are also of a very horny consistency.

The purchaser will, by aid of this little preliminary explanation, be very well able to understand the practical demonstration which I have advised him to seek from the farrier; and here I shall drop the description. As he may often hear of the coffin, pastern, and navicular bones, it is expedient to add that the first is a triangular-shaped bone that occupies the interior of the foot, in a position corresponding with the inclination of the hoof; the smaller pastern is a bone directly above it, and articulating into its upper surface; and the navicular bone is a small bone which lies behind the articulation of the coffin and smaller pastern, and assists in forming what is called the coffin-joint. Their relative position in the foot may be collected from this figure, but it is hopeless to convey a correct idea of them without the aid of a preparation; and almost every veterinary surgeon will give a more accurate knowledge of them in five minutes, by the assistance of his specimens, than the most elaborate written explanation can effect.



To complete this general description of the foot, it only remains to notice that, between the surface of the coffin bone and the interior surface of the crust, there are an immense number of horny laminæ, of a cartilaginous nature, radiating from the base of the hoof towards the coronet, the object of which is to contribute to the elasticity of the tread; so anxiously has nature provided in every part of this useful animal, to adjust his physical structure to that severe and peculiar exertion which is required by the labour to which he is subjected. The remark which I have already made on this point cannot be too strongly impressed on the mind; that this excess of precaution in the natural arrangement of the foot, to guard it against the jar of violent concussion, should guide the farrier to observe it as a principle in shoeing, that its elasticity is to be preserved to the utmost extent possible, consistently with the protection which the iron is intended to give to the crust.

An easy mode of preserving the elasticity, is by allowing a small space to remain between the shoe and the quarters, or that part of the hoof where the bars begin; the separation between the iron and the hoof at this point, should not be less than the eighth of an inch. When the horse is shod in this manner, it is easy to observe the elastic character of the foot. When the foot is on the ground, no space will be perceptible; the expansion of the foot will be such that the iron will appear in close contact with the hoof: when, however, the foot is raised, the space will become visible; and it will be found that this cannot proceed from the shoe lodging itself in the hoof by the pressure; for if this were the reason, the iron would become bent, and remain lodged after the foot left the ground. It is not that the iron plate is pressed into the foot, but the elasticity of the foot makes it descend to the iron. A skilful smith will always fasten on the shoes upon this principle. Practically, many of them understand it, for you frequently hear them explain accidental lameness by saying that the shoe has been put on "too tight:" the operation, however, of this "tight" shoeing, in impeding the elasticity of the tread, and thereby occasioning inflammatory action, and consequent tenderness and contraction, is understood by very few smiths, and too little regarded by many veterinary surgeons. I believe that Mr. Woodin, to whom I have occasion to refer elsewhere as a veterinarian of great skill, was the first to suggest this method of shoeing, and the illustration it affords of the elasticity of the foot. I received it from Professor Coleman; but I have since understood that the credit is due to

Woodin, and I gladly take this opportunity of acknowledging many useful hints with which he has favoured me.

I will now proceed to those marked and visible defects of which any man of common understanding may easily make himself a competent judge ; at least to such an extent as may guard him from gross imposition.

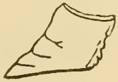
If it appears that towards the heels, the semicircular line becomes suddenly straight, and the sides of the foot abruptly approach each other, it may be inferred that the heels are contracted. In these cases the natural position of the foot is partially changed ; the hoof becomes more upright, the sole of the foot descends, and the horse is commonly called "foundered." This is a very common, and yet a serious defect ; it usually arises from bad shoeing and severe work ; but I profess not to explain the disease, or the extent to which it admits either of cure or relief. Those who are interested or curious in such pathology, must refer to Professors Coleman or Sewell. I may add, however, that although a contracted foot is indicative of past disease, it by no means follows that it is unsoundness, or incapacitates a horse from work. It is most common in high-bred horses, perhaps because in proportion to the general lightness and activity of the horse, the elasticity of the foot is more perfect, and therefore more easily deranged by careless shoeing, and neglect of the principles that I have just noticed.

The best way of judging whether there is any malformation of the feet, either natural, or in consequence of disease, is to front the horse, and compare the two feet together. Any difference of size or shape is thus easily detected; and if that difference is so great as to be readily apparent to the eye, there is little doubt that disease exists or has existed. Where the eye cannot at once detect it, it is best to take up a straw, and ascertain by actual measurement across the heels, whether the feet correspond.

The fore feet are rather larger in a well-formed horse than the hind feet. If a purchaser is very particular, this circumstance may assist his observation; should he find a material difference in size, the hind feet being the largest, he may safely infer that the animal is unsound, or likely to become so, from malformation.

The purchaser should carefully notice any crack in the hoof; a fissure descending from the coronet towards the toes, is always a serious defect, and generally produces lameness. Any cracks imply a brittle and dry hoof, and, of course, a tendency to lameness. It is not very easy without minute scrutiny, to discover a sand-crack, where an attempt is made to conceal it: a month's run in marshy grounds will often make it close up, till the horse is again brought to his work on the hard road: and it is not difficult to cover the interstice superficially with tar and tallow, so as to hide it from a common observer. Any shining, oily appearance about the hoofs should immediately awaken a suspicion of the existence of cracks.

A prominent ring round the hoof, has been frequently mentioned to me as a symptom of recent inflammation; but I believe it to be a fallacious one; for I have often noticed such marks in my own horses, when I have had them long enough for the entire hoof to have become renewed from the coronet, and yet they have never been in the least degree lame. Where, however, the outward line of the hoof marking its inclination to the plane of the shoe is irregular, instead of being perfectly straight, as I have attempted to describe it in this profile, it marks what is called a "shelly" foot, from its resemblance to the uneven character of an oyster shell, and this is decidedly bad.



The sole of the foot should be subjected to still closer examination. In its healthy and natural state it is inclined to be concave; whenever it is found to be flat, and still more if any convexity is apparent, the purchaser may safely conclude that the horse is either lame or will soon become so: I should consider a fault of this kind quite conclusive. A want of substance in the heel is a usual accompaniment of a convex foot.

The frog of the foot should be firmly pressed between the finger and thumb: if any white matter flows from it, there is a thrush; and this denotes a tenderness of the foot. It often exists without visible lameness; but a sharp stone will bring the horse down. It is the more important to be particular in observing the existence of a thrush, because I know that a difference of opinion prevails among farriers whether it amounts to unsoundness: of course it would be hazardous in such a case to rely upon a warranty. The flow of matter is easily checked by the application of a little sulphuric acid; and then the existence of the disease, if such it be considered, is not discovered by the eye; but if the foot has a fetid smell, it is probable that the frog is rotten, and by this means the purchaser may still be put upon his guard. It is comparatively of little consequence when a thrush is found only in the hind feet.

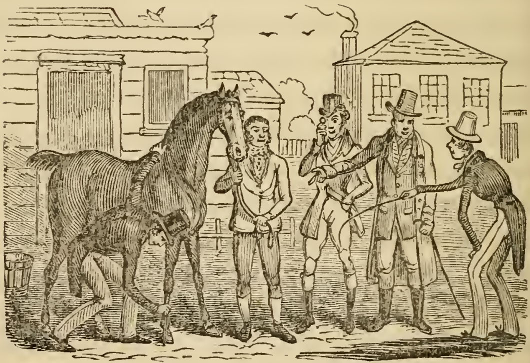
A corn is another disease not to be detected by a superficial observer, unless it happens that the part affected has been recently cut away to relieve the pain. This part is usually at the corner of the heel, on the inside, just at the point where the shoe terminates. It is, in fact, a bruise of the sole of the foot, occasioned by undue pressure of the shoe; and though it admits of partial relief by cutting away the affected part, that relief is rarely permanent. If the foot appears to have been cut unusually deep at the angle, where the shoe meets the inside heel, or if there is any peculiarity in the shoeing at that part, the purchaser may infer that "it is not all right."

These are the ordinary diseases of the foot, perceptible more or less to every eye; but I am far from supposing that I have described all to which that important organ is subject. Tenderness, and even lameness, are constantly to be found where not one of these diagnostics is perceptible. Sometimes the sole is extremely thin, and the foot is bruised, where no symptom can be discovered without gradually paring away the horny substance. If, however, none of the indications which I have here mentioned are visible, nor any marks of bruise about the coronet, and if the horse's action is firm and bold, it may be fairly assumed that the foot is in a sound state.

I should have observed before, that a dark hoof is preferable to a white one; the latter is more porous in its structure, and more liable to become dry and brittle. This is easily demonstrated by soaking two hoofs of opposite colours and equal weight, in water: the white hoof will become heavier than the other when saturated with water, and will become dry again far sooner. It is also quite notorious among farriers, that when a horse is lame, having one foot white and the other black, the disease is generally found in the white foot. So common is this prepossession against white feet, that I have known instances of the hoof being stained by chaunters; but while I admit that a preference is due to the dark hoof, I cannot say that I would reject a horse for the want of it.

Strains of the fetlock joint are almost invariably productive of such decided lameness, that even the knavery of a professed horse-chaunter is at fault to hide it. Sometimes however, partial cures have been effected, though not to that degree that the horse becomes safe for the saddle, or qualified for severe work, even in harness. I believe that the disease consists in the fracture of a small ligament; but neither the cause nor the cure of it is my present inquiry, but what perceptible traces of it may be expected. If the horse does not show lame, I know of no other test by which to try him than the comparative size of his two legs at this joint; and, as it must be a well-practised eye that can discover a difference, unless too conspicuous to allow the horse to be offered as sound, there is no other course than measuring the joints with a straw, as I before recommended, to test the equality of the feet. A customer must be prepared for a little coarse raillery, if he ventures on these hypercritical precautions: the only way to receive it is with good humour, and, if genius permits, with a repartee that may throw back the laugh.

One day my suspicion was awakened by a circumstance of this nature. Some other gentlemen were looking at the stables, and two of them at the very horse I was minutely measuring. They appeared to be a couple of school-boys just escaped



from Eton, or perhaps freshmen who had spent a term at Cambridge. I have, I trust, long acquired the lesson of not being quizzed out of my common sense. The dealer was obviously speculating on a purchaser in one of these youths, and seemed nettled at my narrow scrutiny, which threatened to disappoint his designs.

"Tom," he said to his ostler, "go to the tailor's, and borrow his measure and shears for the gentleman."

"And stop at the sadler's on your way, Tom, and buy a halter for your master!"

The retort told, coarse and trite as it was, and I was allowed to finish my scrutiny in peace. I detected no serious enlargement of the joint, but I found a scar behind the pastern, just under the fetlock, which implied that the horse had been "nerved," and the man admitted it; but I must honestly confess that I had been unable to discover it by his action; and it was for this reason, perhaps, that he had counted upon me as a fair subject of ridicule.

The examination of the leg and back sinews, is a very important branch of a purchaser's duty, and generally far less difficult to perform successfully, than either that of the foot or the fetlock joint. Permanent injury to the leg is not easily concealed.

Before I advert to enlargement of the sinews, I will allude to a complaint called wind-galls, often found just above the fetlock: they rather disfigure than lame a horse, though when they attain a large size, they are injurious; they are occasioned by an excessive secretion of the synovial matter supplied for lubricating the joint. They are precisely the same in character as the swelling of the bursa mucosa below the knee-pan in the human subject; a soft, elastic enlargement of the gland, to which housemaids and char-women, accustomed to clean floors while kneeling, are particularly liable. The purchaser will at once discover them, not only by the eye, but by the peculiar pulpy feel that is found on pressure. Where he finds this defect, he may consider the horse unfit for severe work, for he has already done too much, but not necessarily unsound. I have lately purchased a mare which is subject to this complaint; her hind legs are remarkably "puffed." I have had her in regular work for about six months, and I find that she is scarcely able to carry weight in the saddle, though she has no other symptom of disease. She goes very safely, however, in harness, but occasionally drops behind, as if from debility. I do not consider wind-galls to be any serious objection to a draught horse.

A strain of the back sinews, (which I may explain to the unscientific reader, are the tendons of those muscles that are attached to the arm of the leg, between the knee and the shoulder,) is an injury of common occurrence: the outward symptom of it, is enlargement and tenderness. It is not difficult to discover this, even when the eye is unable to perceive any swelling. We cannot assist our scrutiny in this case by actual measurement, because the flat shape of the leg, and the deep position of the injured part, may allow of considerable enlargement, without any material difference in the circumference of the healthy and unsound limb; but the feel of the tendon is too peculiar to leave room for doubt. In the sound limb, the tendon is well defined, perfectly distinct, and has a tense, hard character, that resembles the touch of a cord tightly strung. In the unsound leg, instead of the distinct perception of a hard, ropy substance, the tendon is traced by the finger with difficulty; it is not easy to distinguish it from the integuments that surround it. Though, strictly speaking, the limbs do not correspond either in structure or position, it is not incorrect to say, that the tendon Achilles, in the human frame, conveys an apposite idea both of the character and use of the back sinew in the fore leg of a horse; at all events, a man who wishes to inform himself of the peculiar feel of a sound and healthy sinew, cannot do it better than by examining with his finger and thumb, the hard, firm nature of that tendon in himself. If, in passing his hand down both the legs, he is conscious of essential and marked difference between them, he may conclude that the horse is unsound.

Another defect of common occurrence in horses, is splents. These are very often perceptible to the eye, and almost always to the touch. Dealers and every-day farriers call every indurated swelling below the knee of a horse, a splent. I have never been able to inform myself exactly what is the true definition of a genuine splent. I have received different explanations from almost every veterinary surgeon that I have asked; but Professor Sewell (whose name I do not like to mention, without testifying to the courtesy and scientific intelligence with which he has uniformly answered every inquiry I have had occasion to make of him, though I am scarcely entitled to call him an acquaintance,) once showed me a specimen of a double splent, from the collection of preparations in the college. The bones of the leg had become united by a secretion of ossified substance between them; if my recollection does not deceive me, for it is some years since, he mentioned this as an aggravated case. I believe, however, that in general the splent is an enlargement of the bone, or at least, an irregularity in the form of it, though unattended by pain or even inconvenience, unless its situation is such as to impede the motion of the tendons. In this case, it is often accompanied by that sudden dropping which I have already described as a "misgiving" of the leg, and the horse falls very abruptly; perhaps in the middle of his speed.

I lately had a horse which I had driven for about two years; I frequently rode him, and with confidence: he never stumbled, or made even a doubtful step. I lent him to a friend, whose servant one day fell with him. He injured his knees very seriously, but in a few weeks recovered his usual action, having been well cured by Mr. Woodin of Park Road, whose skill I have already had occasion to notice. After this I drove him for several months, and considered him sound; but for reasons best known to himself, he twice broke down, even in harness, as suddenly as if he had been shot: of course I parted with him. I never could discover any other defect in this horse than a large "double splent," as it is called, in his off fore leg. He was sold at Tattersall's, without a warranty, to a dealer. I inquired about him two months after the sale, but I did not learn that he had ever been down again.

There is not a dealer in London who will not tell you that splents are of no consequence; and if by this they mean, as I believe they generally do, that those little tubercles or excrescences on the bone which usually go by the general name of splents, are immaterial, perhaps they are right; but nevertheless, I should always regard their appearance as a serious blemish, if I found them near the knee-joint, or seated in the posterior part of the leg, or wherever situated, if so large as to be prominent, and distinctly visible to the eye. As regards the pleasantness of a horse, it is just as disagreeable to ride one that you think will fall, as one that is already a professed stumbler; and you never can feel perfectly secure with a splent under you, wherever it may appear. It certainly, however, would not be deemed unsoundness, if the animal was not actually lame. Dealers will tell you, ay, and swear to it stoutly, that they frequently disappear after a year or two, or even a few months. That casual swellings, and perhaps of a callous nature, may do so, I will not deny; but, if I am right in assuming the real splent to be an unnatural ossification of the membrane that covers the bone, or of the surrounding integuments, I believe that it will never disappear, and on the contrary, has a constant tendency to increase. I must in candour, however, admit a fact that rather militates against my position,—that splents are not commonly found in old horses. In the case which I have just mentioned, my horse certainly was eight years old when I sold him; but I have observed them in at least four or five horses of the age of five and six, for one that was aged. This very season I inspected a lot of five-year-olds just arrived from the country,—all high-priced horses: there was only one out of five that did not show a decided splent.

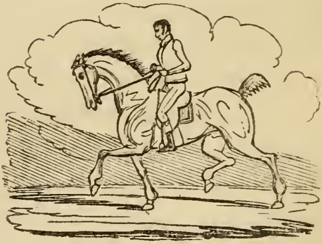
The next point to which I would direct a purchaser's attention is "cutting." This means an abrasion of the skin on one leg, by the striking or brushing of the other. Even behind, this is no trifling matter; but if it occurs in the fore legs, it is fatal to a horse's character, unless the wound is obviously recent, and can at once be explained by an apparent defect in the shoeing. Sometimes, but not often, it only proceeds from faulty action; but it usually argues a far more serious defect. The cause of it is a debility in the leg, arising either from old injury, or recent disease: an attentive examiner will generally find a blemished knee the accompaniment of a wounded ancle. There certainly are many cases in which a young horse, recently brought up from a great distance in the country, and whose action is green and untutored, will be found to have cut himself severely, without any visible affection of the limb. In such cases, when brought into regular training, the habit is cured, and perhaps never recurs; but though this explanation is always at hand with the dealer, it is never to be received for gospel, especially where the cicatrix appears of long standing. I was mounted about a year ago on the handsomest cob in London; I think I never saw a horse of finer frame, and very few of better action. I bought him of Mr. Osborne, and of course, for a price proportioned to his apparent merits. I rode him for a week with perfect satisfaction: indeed such was the admiration that he excited, that I was repeatedly asked by strangers about his pedigree and character. After the lapse of six days, my groom informed me that he had cut himself. I was incredulous: it proved to be a mere scratch, and I attributed it to accident; the following day the blemish became more visible, and I rode him back to Osborne's, to inquire whether it had been habitual. Banks (the head groom) assured me that it never had occurred before, and could only be ascribed to the sudden change in the horse's habits, from idleness to regular work. Being an old customer at the stables, I had not the least distrust of these assurances, and continued riding him: for two days he never touched himself, but after that time the injury was becoming serious, and I called in the opinion of Mr. Sewell. He at once pronounced him lame from spavin. My reader must perceive that I am not quite destitute of experience; yet I had never detected either the lameness or the disease; the cutting was the only obvious symptom of either to an unskilful eye, though, it must be owned, one sufficiently decisive.

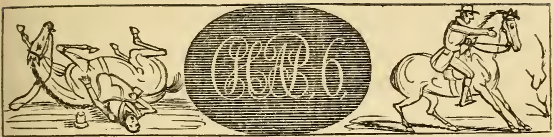
It is only due to Osborne to say that he received him back again with very little hesitation; notwithstanding one of his subordinate agents blustered loudly about it, and, "if it were his horse, he would not take him back at any price, after being so knocked about!!!" the only "knocking about" being that of his own limbs. From Osborne, I have always received civility and attention, nor has he ever "taken me in;" but I never trust any commission dealer, farther than my own eyes warrant the confidence. I may observe, *en passant*, that whenever a horse is returned on a dealer's hands for unsoundness, unless the seller is one of that respectable class which I have before described, this is the ordinary salute, although the animal may have been nursed like my lady's lapdog, and prove as unsound as a walnut in January. If you are sure that you are right, and that the man is solvent, your best, and indeed your only retort, is a letter from your attorney.

Where "cutting, or "interference," as it is more scientifically called, proceeds from faulty action, farriers will often attempt to cure it by an alteration in the shoe. For a time the cure appears perfect, but I have always found in such cases, that after a few days, a wound appears in another place, an inch higher or lower perhaps, in the leg. I have no faith in any remedy of the kind; a boot or a pad, fastened round the hoof that interferes, is the only effectual precaution. I have heard of another plan being successfully adopted, namely, cutting off the interior extremity of the shoe; but although in dry weather this may succeed, it will occasion a yet more serious evil when the roads become wet. The heel that is left unprotected by the iron will be worn away, and lameness will certainly ensue.

Authors, like horses, are sometimes apt to gallop over their ground too fast. I have omitted in my remarks on the diseases of the foot, to notice a symptom of frequent occurrence and easy detection. If the feet appear to the hand unusually warm, distrust should be awakened; more especially if there is a marked difference between their temperature. The hoof ought to be perfectly cool: after hard riding on a beaten road, or over stones, particularly in dry weather, a little warmth will generally be perceptible; but this should subside after two or three hours' rest in the stall. A simple way of assuring oneself of the accuracy of the observation, is by directing the groom to wash the hoofs thoroughly, and noticing whether one of them dries more rapidly than the other. The feverish foot will always become dry first, and will recover its unnatural warmth in a few minutes; while the sound foot will remain cool. Should a disposition to rest the heated foot be also noticed, the horse may safely be set down as unsound.

I rejected a horse for this reason a very few weeks after writing the preceding remarks. The owner, who is a friend, as well as client of mine, and a gentleman of great practical skill in stock, had offered me the horse on my own terms merely to oblige me, as I had been in treaty for him before he purchased him. He was surprised at my rejecting him, and still more at the objection I made; but having no wish to sell the horse, he was rather pleased than otherwise to take him back again. It is now nine months ago, and chronic lameness has shown itself for the last fifteen weeks in the foot that I suspected. He is now fit for nothing but the leader of a stage. There was no other symptom of disease when I first examined him, than an unnatural heat about the hoof; this exhibited itself in the morning, after riding him for about three miles, but I found that the warmth had abated in the course of an hour, so as to leave the matter rather equivocal. In the afternoon I rode him again the same distance, but rather faster, and then the effect was decisive; the diseased foot retained its heat till the following morning.





"BROKEN knees" deserve to have had a chapter dedicated to their exclusive service.

Every tyro that has ever mounted a horse in his life, flatters himself that at least he can detect a "broken knee;" and if a square inch of hair is removed, disclosing a wound of an inch diameter, perhaps he may; but should my pages be honoured by the notice of a reader of this description, he will probably be astonished when I tell him, that the actual injury may be ten times more extensive, when the apparent blemish is almost imperceptible. A wounded knee, as such, is only a blemish, and, abstractedly, of no more consequence than any casual disfigurement of the head or flank; but it is always an indication of existing or recent unsoundness; at least it should, in prudence, be always so regarded, unless it happens to be within the purchaser's personal knowledge that the fall was occasioned by accident, independent of disease. The slightest mark therefore, upon the knee, should suggest a very narrow scrutiny in the legs, feet, action, and every point about a horse. Even where no possible trace of local disease can be found, a purchaser should not rest satisfied, but follow up his inquiry into the horse's constitution. The staggers, the megrims, and many similar stomach complaints, may have occasioned the fall of a horse, and consequently the blemish on his knee, while his legs remain as free from defect as a foal's. In short, I would never buy a horse with blemished knees, however slight the injury might appear, unless his history for the last six months had been familiar to me from personal knowledge. A horse will never fall if he can help it, and nine times out of ten is as much frightened by the accident as his rider.

Where, from peculiar circumstances such as I have mentioned, a man is not deterred from purchasing, he should carefully observe whether the injured knee is enlarged ; if he finds this to be the case, it is to be inferred that there is considerable local injury: he should also notice with more than usual attention whether the action of the horse is restrained or imperfect. It may be fairly assumed that all decided injury to the knee-joint is incurable: the horse may be restored to moderate work, especially in harness; but for the saddle he is totally incapacitated.

It follows that it is of the last importance to detect the slightest trace of injury to the knee-joint; nor is this difficult. The first, and obvious inquiry will be, whether both knees correspond in shape: the eye alone can help us here, for the form of the joint does not admit of very correct measurement, and even if it did, the test would be uncertain. Very few men will find both their wrists of exactly the same dimensions; if there is no visible difference in shape, it should be noticed whether the hair is uniformly smooth and glossy. Where no injury has been sustained, there is an even, shining surface over the whole front of the knee; where there has been a blemish, there is generally an interruption of the gloss, as if, at a particular spot, the hair had become inverted, or grew in an oblique direction. Should this be observed, the foot should be taken up so as to bend the joint, when the break in the hair will become more apparent: by slightly parting the hair with the finger, (an operation, by the way, to which all dealers and ostlers have a supreme aversion,) a scar may be easily detected, if any exists. A practised eye will perceive a blemish without half of these minute precautions; but as I am writing for the benefit of the inexperienced, I would not advise the omission of one of them, whenever a doubt is entertained.

It would not be inexpedient to look for a scar on the head, and above the eye; for a decided fall often leaves very unequivocal symptoms there. During the whole process, the purchaser must stop his ears with cotton.

Lameness of the shoulder is by no means so frequent as is commonly supposed. Every ignorant smith who finds a horse lame, and cannot discover any very obvious cause, such as those which I have been describing, attributes it, as a matter of course, to the shoulder. I believe that nineteen times out of twenty, the foot will be found to be in fault; there are many cases in which disease undoubtedly exists in the feet, where no outward indication of it is shown. A deep-seated bruise will often be followed by a secretion of matter under the horny sole, without any visible enlargement or depression of the cavity of the hoof; sometimes (though rarely) the injury is detected by the appearance of matter exuding from fissures in the coronet; but where external symptoms like these are wanting, the inexperienced farrier assumes that the shoulder is strained, or otherwise injured, and turning his attention there, leaves the part actually diseased to its chance. I have so frequently been told by men that their horses are lame in the shoulder, and it so often occurs that under this conviction they part with them as in a case admitting of no cure, that I have thought myself justified in departing a little from my avowed object, to caution people against being too easily led into this mischievous error. If there is a suspicion that the seat of the disease is the shoulder, the horse should be tried in various ways, to ascertain if difference of ground or pace will diminish or increase the lameness. Where the shoulder is injured, the horse will be equally lame on turf, straw, or the road; he will not easily be stimulated to a trot or a canter, and if he is, the limp in the action will become yet more apparent: the reverse is usually the case, when the feet or legs are in fault. He will lie down and rise with great difficulty. In all these cases, of course, much depends on the degree of injury; but however trifling, it is likely to show itself more in proportion as speed is increased or continued; and in this respect, it differs essentially from *slight* injury in other parts of the leg. It is well known that this is often concealed from the eye, by urging the animal to his full pace: hence the reluctance to lay aside the whip, when the dealer is showing his horse.

It so rarely occurs, that the lameness of a shoulder can ever be concealed from the notice even of the most superficial observer, that it is unnecessary to put him on his guard against imposition here. Where it does exist only in a slight degree, and arises from chest-*founder,* it contracts the motion of both legs equally, and gives the horse more of a *wooden* hobbling, than a limping or halting action. A man may be led by this to consider that which is really lameness, to be only defective action: if he only views it in this light, it is quite a sufficient reason for rejecting the horse altogether: at all events, he will err on the safe side. I have seen a horse affected in this way at starting, by rheumatism, and after a little exercise the pain has subsided, and the lameness has disappeared altogether; but though a slight rheumatic affection either of the leg or shoulder is not an affair of much consequence, a prudent man will never buy a horse upon such an explanation of lameness at starting. The disease of chest-founder has been considered by some writers to be nothing more than rheumatism. A very intelligent friend of mine, well versed in sporting matters, has explained it to me as arising from a languor and debility of the pectoral muscles, consequent upon the inactivity that lameness or other accident occasions: and in proof of this, he says that he has always noticed it accompanied by disease of the feet or legs; if it were always *preceded* by such local affections, his reasoning would be plausible. It is acknowledged however, to be a complaint of an unusual character, and I do not pretend to offer any pathological explanation of it.

One of the most difficult lessons for a beginner is to detect a slight affection of the wind: indeed I doubt if any verbal explanations can much assist him in his judgment. I have ridden many a broken-winded horse for weeks, and even months, before I discovered it. In slight cases it is not of much consequence: but in this, as in almost every disease, pathology tells us that unhealthy action is progressive. What is only a "thick breathing" to-day, may a month or two hence, settle into a chronic asthmatic affection; and more especially if in the interim the work has been rapid and severe. It is therefore, however slight, an unsoundness to be avoided. I conclude that every body now knows the seat of the disease to be the lungs, though even that was for a long time a vexata quæstio: the cause of it is supposed to be injudicious and immoderate feeding. The intestines are distended unnaturally, till the stomach presses on the diaphragm, and this makes a full respiration painful: the mucous secretion of the larynx, or windpipe, and lungs, is increased, and the throat is filled with phlegm: a cough is requisite to discharge it, and that cough becomes habitual. This little explanation which I offer, (not as scientific, but as substantially correct,) will assist us to the diagnosis by which the complaint may be detected.

Where in rapid action a horse pants, and his sides heave up quickly, "blowing like a bellows," as the jockeys term it, we may be sure that the wind is seriously affected; if, besides this, he has a constant *hacking* cough, we shall not be far out in saying that he is decidedly broken-winded.

It is not easy to put a horse to his gallop in the confined ride of a stable-yard; nor, if you are so fortunate as to find a dealer that will trust you out of sight, is it desirable to endanger the limbs of passengers: you may "do what you please with your own." We must therefore, resort to some more simple, or at least more practicable mode of getting at the truth.

The common course is to pinch the horse, by pressing the wind-pipe closely with the finger and thumb, in the hollow of the throat, at the top of the neck: this brings on that husky cough which marks the disease. Many horses, perhaps most will cough, and that violently, if the pressure is severe; but there is an essential difference between the loud and spasmodic cough which the healthy horse will utter, and the hacking tone of chronic asthma. Until a man has learned to distinguish between the two, he might as well pinch his own throat as the horse's; and as this distinction can only be acquired by practice, it is as I have observed, very difficult for a beginner to satisfy himself on this point. It may however, be inferred by the most unskilful, that if the horse, seeming otherwise quiet, flinches from the approach of the hand, it is because he has frequently been tried, and therefore perhaps, frequently excited the suspicions of better-informed customers.

Very analogous to this disorder is the enviable faculty called "roaring," which, if I remember right, that celebrated equestrian Geoffrey Gambado recommends as an inestimable quality in your horse, because it saves your voice, to summon the toll-collector to his gate: nevertheless these "roarers" are usually silent in a dealer's stable. I believe that the seat of the disease is the throat, or more correctly speaking, the wind-pipe. It is considered incurable. It is not elicited by any moderate exertion, and consequently the horse must be galloped to ensure detection. Where for the reasons before stated, this test cannot be resorted to, it is usual to strike the horse very suddenly, and even severely, under the flank: this excites the "roar." I cannot advise the beginner to try the experiment: he would act more prudently, in most cases, were he to put up with an unsound purchase. I have seen the joke retorted in no very courteous way, and the striker has proved to be the loudest "roarer" of the two.—I once saw a veteran dealer receive a kick that cured him, at least for that day, of all practical experiments upon "roaring" horses. There is another means by which the symptoms of either a roarer or a broken-winded horse may be made to develop themselves in a more decided manner—allowing the animal to drink to repletion: this immediately aggravates every symptom to such an extent as to leave little room for doubt as to the existence of the disease: but it being impracticable to avail oneself of this test in the dealer's stables, before the purchase is made, I only mention it as a convenient method of satisfying the judgment, if, after the horse is brought home, his soundness appears so equivocal as to make it expedient to enforce the warranty. A purchaser who has the opportunity of trotting the horse at a sharp pace, for three or four miles, will observe a heaving of the flanks, when the wind is affected even but slightly, for two or three hours after. People are too apt to be satisfied if, during such a ride as this, no unsoundness is visibly displayed. Even where no cause of suspicion arises, it would be prudent to return to the stables and view the horse a second time after three hours' rest.

It is obvious that most of the remarks which I have offered on unsoundness in the fore legs, will apply to the hind legs; but it must be observed that similar diseases, either in the legs or feet behind, are of far less consequence. My friend Gambado, whom I have already quoted, gives a hint on this subject which has more of truth in it than its absurdity of enunciation would lead us to suspect. He considers it a work of supererogation to examine the hinder parts of a horse, because, "if the fore legs go, the hind must follow!" In the language of the schools this is decidedly a non-sequitur; and yet, from the very attitude and structure of the horse, it is undoubtedly true that in motion the fore legs have to endure the greatest exertion, at the same time that their free action is almost impeded by the weight and position of the rider. This is clearly proved by a circumstance well known to every experienced rider. Many horses that will stumble at every step when the saddle is thrown on as with a pitchfork, will carry safely if it is removed a few inches back, and, if the form of the horse will not allow of its remaining long in its proper position, retaining it there by the aid of a crupper. It is also well understood that a good rise of the shoulder is a strong recommendation of a horse for the saddle; and the reason is similar,—it prevents the saddle working forward so far as to interfere with the free play of the shoulder-blade, and it secures the weight of the rider at a proper point in the centre of the body. The crupper is now superseded by the patent saddle-cloth; or what is better, because cooler, by simply lining the saddle with plush.

But though the perfect soundness of the hinder extremities is less material, it by no means follows that all attention to them is superfluous. A horse may not fall because he is spavined, or cuts himself behind, but he will not work; and if he does, it will be ungracefully for the rider, and painfully to himself.

The bone spavin, as it is called, is a very serious complaint, and, unless it receives early attention, not very easily cured. It proceeds from a deficiency of that synovial secretion which lubricates the joint; hence the joint becomes inflamed, and as is commonly the case in inflammatory disorders of the bones, a deposit of ossified matter is formed, and an anchylosis, or permanent rigidity of the joint, ensues. The same gentleman to whom I have referred at page 100, has expressed to me his dissent from this explanation. I have such a high opinion of his practical knowledge, as a veteran sportsman, that I think myself bound in candour to mention this; but till I receive some more scientific explanation, I feel compelled to adhere to my own. If, in the inflammatory stage, the usual antiphlogistic remedies are administered, the disease may be checked; but till the spavin is actually produced, and its presence detected by outward symptoms, the horse is rarely put under veterinary care, for the very reason I have given—that so few people attach importance to casual lameness behind.

My business, however, is not to write a treatise on farriery, but to caution purchasers; and I must return to it. The presence of a spavin is detected at once in its advanced state by the stiffness of the joint, and the lameness of the horse, especially at starting; of course, therefore, a customer is never introduced to a decided spavin; but even in its incipient state, it may be discovered by the enlargement of the joint. If the purchaser places himself behind the horse, (and in examining the horse behind, he should always direct the helper to pick up the fore-foot,) he will perceive that the bone of the diseased hock does not incline gradually towards the lower part of the limb, (as will be the case in the other leg, if that is sound,) but projects abruptly. The unpractised eye does not readily observe this: but by drawing the hand down the inside of both hocks, the abrupt projection will be felt. If there is any tenderness on pressure, though this is not always the case, the existence of disease may be yet more certainly predicated; and it is always a circumstance to excite suspicion, even when no external enlargement can be seen or felt, if there is the appearance of recent cutting on the inside of the fetlock joints, or a dragging of the hind leg at the beginning of the trot, or a projecting "staring" appearance of the hair at the part which is usually affected by spavin.

Another disease that is also called a spavin, but distinguished by the name of bog-spavin, is in its origin the reverse of the last. It arises from too great an accumulation of synovial fluid, and corresponds in character with the complaint already described under the term of wind-galls; it proceeds from over-exertion. It does not necessarily produce lameness, but it unfits a horse for severe labour, nd is, of course, objectionable. When the swellng extends from one side of the leg to the other, or hrough the limb as it were, it is called “ thorough in.”

A curb (from the French word *courber*) is a welling of the back part of the hock, just below he cap of the joint, and arises from a sudden train, such as the abrupt halt in a charge of avalry. In the sound state, the line of the leg rom the hock to the heel is almost perpendicular: f it inclines at all, it is inwardly. The effect of a urb is to alter this inclination immediately under he hock, and to give a little elevation or outward urvature to the line: of course it becomes visible n looking at the profile of the leg. Lameness is y no means a necessary consequence, especially f the disease is of old standing: the eye, therefore, r the touch, must be relied upon as the only cerain guide to discover it.

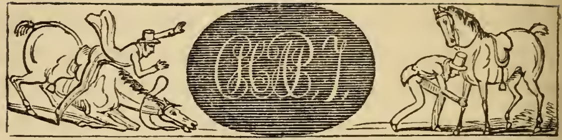
A capped hock, as it is called, is a complaint hat should always excite suspicion. It is a soft, ulpy tumour at the tip of the hock, and usually ccasioned by a blow or a kick against the side of he stall. Where such a swelling is perceived, it hould lead to a very close examination of the vhole joint, for it is often caused by a violent prain. If it appears to be wholly independent of other injury, it can scarcely be considered unsoundness, because it will not produce lameness : it is more prudent, however, to infer that it is an indication of disease or latent injury of the joint, and consequently to reject the horse. As a general rule, it is more hazardous to buy where these equivocal symptoms appear, than when there are more decided marks of disease ; because the remedy on the warranty becomes far more doubtful.

Grease is a discharge of matter from the heel most usually found in the hind feet, but not unfrequently before. It is attended with swelling and excoriation of the skin, and when it has arrived a any considerable extent, ulcers are formed, very difficult indeed in their cure. A purchaser, however, is not likely to meet with a horse exhibiting such decided symptoms : it is only in the incipien stage of the disease that he is likely to be taken in. To ascertain whether there is any menace o the complaint, he should notice in the first instance whether there is generally an enlarged and full appearance of the legs—not confined to the back sinews, or the joints, but extending over the lower part of the entire limb. This appearance is called technically a swelled leg, and is the usual proximate cause of grease. Should there be any indication of the kind, he should next examine the colour of he skin above the heel: if it is red and scurfy, nd especially if there are any cracks, correspondng with the well-known complaint in the human ubject called a chapped hand, he may safely onclude that there is a tendency to grease; nor vill he be likely to err if he draws the same inerence from a heel remarkably clean, as if it had een recently well washed with soap and water; or it is not common to bestow such anxious attenion upon the cleanliness of the heels, unless to emove the symptoms of grease; in all such cases requent washing is considered a useful precaution.

String-halt is a complaint so common, that every nan who has ever looked at a horse must at some ime have noticed it. It is a catching-up of the ind leg much above the height necessary to clear he ground, as if the horse had suddenly trod upon bar of heated iron: it is understood to arise in a iseased spine, producing an affection of the nerves escending to the muscles of the leg, and causing spasmodic action of those muscles. If this pahological fact were well established, no doubt could xist that string-halt is unsoundness; but it is ery unfortunate for society that the veterinary art s so little understood upon scientific principles, as o render it almost impossible, in most cases, to roduce to a jury any other evidence than the loose opinions of mere practical farriers. Men of this class never regard a string-halt as unsoundness, for not one in a hundred has the least conception of the seat of the disorder: a purchaser must consequently, be upon his guard before he buys, and not rely upon his warranty at all to protect him in this case. The only hint that I can give him is to watch the action of the horse as soon as ever he is shown; for the defect is most visible at the moment his action begins, and not unfrequently disappears after he has been exercised five or ten minutes on the ride.

I will take this opportunity of making a remark applicable to most cases of slight lameness. The frequent exhibition of a horse during the day, when the spring is just beginning, will make him more supple and pliant in his action than when he is first led out of the stable in the morning. A purchaser who wishes to see a horse to *disadvantage*, ought therefore to visit the stables at an early hour, at least not later than nine o'clock: he will detect stiffness of the joints with much more facility at this time of the morning than when the day is more advanced. There are other advantages which an observant buyer may derive from such early visits: sometimes the removal of night bandages may be noticed; sometimes, as in a case

I have already mentioned, a careful *fining down* of the legs, after the warmth of the night's rest has swelled them up to the dimensions proper to disease. Nor is it unfrequently the case, that the understrappers about a stable, especially if you tip one of them half-a-crown in a quiet way, will let you privately into the merits and demerits of the whole stud, before they appear in full dress for the day to the fashionable customer who strolls in at three or four o'clock in the afternoon. I do not commend, however, these underhand methods of gaining information, though I know that they are practised successfully. A gentleman must sustain *his* character, even in treating with a dealer whose honesty is questionable.



I DOUBT not that by this time my reader will think that, to purchase for himself, it is essential he should study the veterinary art. It is not exactly so, though the more he knows, the more distrustful he will be of his own judgment. The precautions which I have hitherto suggested are for the most part, such as every man with a correct eye, aided by a little common sense, will have no difficulty in adopting; but, in those cases to which I am about to refer, I must acknowledge, that, without some scientific skill, I doubt if any suggestions will be of value. I will offer a few, however, and leave them to their chance.

The eye of the horse is susceptible of many diseases; and almost any serious affection of that organ, or any violent injury to it, is likely to occasion loss of sight. Yet to detect unsoundness in the eye has been to me the most difficult problem that I have ever had to solve in the mystery of horse-dealing.

I must enter a little into the anatomical description of it, to make the subject at all intelligible; though here again the reader would act more wisely to apply to an intelligent practitioner, and ask him to show him an eye, and explain its structure.

The eye-ball is enclosed in a white membrane called the tunica conjunctiva, which, after embracing the globe of the eye, extends itself over the interior surface of both eye-lids. The sclerotic coat forms the external or horny membrane of the eye, beginning from the optic nerve, and terminating in the margin of the cornea. The choroides is a dark membrane, also beginning from the optic nerve, and lining the interior surface of the sclerotic coat, till it approaches the margin of the cornea; and in its anterior portion it forms the circular membrane called the iris. Here, as is well known, a circle is left; the choroides terminating at the inner margin of the iris, in plaits or folds called the ciliary processes, so as to leave what to the ignorant appears merely a black spot, known as the pupil, but which in fact is rather a perforation allowing the passage of the rays of light, when refracted by the crystalline lens, to reach every portion of the retina. This last-named membrane is an expansion of the optic nerve over every portion of the interior surface of the choroides, till it arrives at the edge of the crystalline lens.

The cornea is formed by the first membrane, the conjunctiva: it is the transparent convex substance that forms, as it were, the outward case for the pupil and iris.

The anterior chamber of the eye, being the cavity between the cornea and the iris, and the posterior chamber, which extends from the iris inwardly to a reflection of the choroides, called the uvea, are both occupied by a transparent fluid named the aqueous humour.

The crystalline lens is also a firm but transparent humour, of a convex form; it is contained in a very delicate membrane, called the capsula, and is imbedded in the vitreous humour—a very fine transparent fluid, filling the whole cavity of the globe, behind the lens.

Externally, the eye-ball and the cornea are lubricated by the tears.

There is some difference in the construction of the human eye, and that organ in the horse; the tears have a variety in their passage into the nostril, and there are seven muscles that are employed in the motion of the horse's eye, whereas there are only six in a man: but a minute anatomical examination would be out of place: the only other point to which I intend to allude is the action of the iris. It is well known that the pupil, as it is called, expands or contracts, as the light is withdrawn or shed upon the eye. This is occasioned by the expansion or contraction of the iris; the former partially closing up the perforation called the pupil, so as to allow less of the dark interior surface of the choroides to be visible through the aperture; the contraction of the iris, on the other hand, dilating the opening, so as to expose a larger portion of the choroides. Some eminent anatomists have ascertained that the iris consists of muscular fibre, though so delicate as almost to exceed the power of conception to those who are not conversant with the extraordinary powers of nature; exhibited perhaps to greatest advantage in the minutest of her works.

If this imperfect sketch of the construction of that wonderful organ, the eye, should only have the effect of tempting my reader to a personal examination of it for himself, he will not grudge the idle hour that he may have been tempted to throw away on my previous pages.

The pupil of the human eye in the healthy state, has always a black appearance, such being the colour of the human choroides: in animals it varies extremely, and on very recent dissection has the greatest variety of richest hues; though it is extremely difficult to obtain a subject so immediately after death as to make the observation, except by waiting in the slaughter-house: in the human subject this is obviously impossible; but probably, if the opportunity of examination could be found, the choroid coat would display a similar richly-coloured carpet in man. I may observe in passing, that those who are desirous of examining the organ for themselves, will find the eye of the pig approach most nearly to the shape and construction of our own.

The choroides in the horse is blue in its appearance, and it is very important to remember the distinction. I once bought a horse for my cabriolet, through the intervention of one of those go-betweens that I have described: the man had for many years been a Newmarket jockey, and to do him justice, found me a very serviceable and showy animal. It was a large chestnut gelding, nearly sixteen hands high, with excellent action, and the price was but twenty-five pounds: he had a slight blemish on one knee, but so slight as not to be observable without close inspection. When he showed me the animal I was at once satisfied that there was something wrong, for it was a fair sixty-guinea horse; and to have deducted ten for so slight a blemish, and in a harness horse, would have been liberal. I told him my suspicions, and he answered, with a very knowing look, that he was blemished in both eyes, but would probably retain his sight during the season, and then would fetch my money for a leader in the mail. I inspected his eyes, but in vain: the little jockey tried again and again to make me understand the cloudy aspect of them—" all like a blue haze, Sir." I modestly set it down to my own ignorance, and was well satisfied to take my chance. The horse had his faults, sure enough: but blindness was never one of them; his heels were flat, tender, and contracted, and I was eventually obliged to put him for a time in a farrier's hands, when I took the opportunity of inquiring if his eyes were good; they were perfectly so; not the least trace of speck or cloud. I drove him for nearly twelve months, and he never appeared to have his sight at all affected, or any other fault except the tenderness of his heels. The jockey was right, however, in his speculation: I re-sold him at a profit.

I have omitted one essential difference between the human and equine eye. The pupil in the former is circular; in the latter an oval with the sides depressed, and the upper ridge of the oval is rendered uneven by small bodies dependent from the iris.

I have been told that there are similar bodies on the lower edge of the iris, but much more minute in size. I have never observed them very distinctly developed, but I by no means deny their existence.

There is another variation between the horse's and the human eye, of a very important and peculiar character: at the inner angle of the eye, there is found a dark membrane that, apparently at the pleasure of the animal, is shot rapidly over the eye, like a veil: it is instantly withdrawn, and in its rapid transit, cleans the eye-ball of dust or foreign particles that may have accidentally lodged upon it. This membrane is called *the haw:* it is not muscular, but its action is curiously explained; it is projected from its place by the compression, or rather depression of the eye-ball into the socket, occasioned by the retractor muscle. When the eye is depressed by the play of this muscle, the elasticity of the fatty substance behind the eye-ball causes the haw to extend itself from the corner of the eye, over the visible surface; when the retractor muscle ceases to act, the eye-ball resumes its usual position, the fat returns to its place behind, and the haw also returns to the socket from which it has been momentarily pushed forward.

I am the more particular in thus describing the utility and action of the haw, because such is the gross ignorance of the majority of country farriers, that when this membrane has been affected by a temporary inflammation of the eye, and thus become enlarged and more prominent than usual, it has been regarded as a diseased excrescence, and actually extirpated, to the permanent injury of the horse. Instead of endeavouring to subdue the inflammation by the ordinary remedies, it has appeared the simplest way to remove the diseased part; and thus the eye, though for a time apparently restored to health, has in the end been lost by the casual introduction of impurities, such as dust, flies, &c., which there no longer remains any natural means of removing. It will scarcely be credited by general readers, that so prevalent is this error as to have found a place in that learned work, the Encyclopædia of Rees, where, under the article *haw*, this membrane is described as a diseased tumour in the eye, and instructions are given for removing it!!! This may give a useful hint not to confide very readily in the opinions of those farriers, whose station in life justifies a suspicion that their knowledge is merely practical, and not founded upon scientific instruction.

The first point to which I would direct attention, is the colour of the inner surface of the eyelids. I have noticed that its natural colour is white; where it is found of a red colour, without any apparent signs of local injury, such as tenderness and swelling, it is a symptom of inflammatory disease: if instead of red, a yellow tinge predominates, it may be inferred that the digestive organs are affected,—every body has noticed this in a man subject to the jaundice—the same rule applies to the horse.

If an excess of tears should be observed, it denotes a general debility of the organ, and should occasion a more than usual scrutiny.

But the principal object is to ascertain if the sensibility of the eye is affected: this is discovered by carefully noticing whether the pupil expands and contracts to a perceptible extent on approaching the light. London stables are usually dark, and when the horse is examined in the stable, the pupil, if sound, will of course be large: when he is led out of the stable, it will contract so as to exhibit a sensible difference. If there is no essential difference between the stable and the yard, as is often the case when the latter is roofed over, it will be expedient to bring the horse into the open street, and then, by closing the eye-lids with the hand, to observe whether on withdrawing it, the dilated pupil perceptibly contracts. To make this observation successfully, implies frequent practice; but this is easily acquired by prevailing on some friend to close his eye two or three times, and covering it, while closed, with the hand: on rapidly withdrawing the hand, you will notice a contraction of the pupil, as soon as it is exposed to the glare of sudden light. It will materially assist the judgment to notice whether the oval outline of the pupil is perfect; if any irregularity or unevenness is perceived, (except as to the upper line, for the reason already mentioned)—this, though no proof that the optic nerve is diseased, is a certain mark that the organ has received partial injury; and it is immaterial to a purchaser from what cause it has proceeded, if he is satisfied that injury has been received.

A decided cataract is readily detected, when the nature of the complaint is explained: it is an opacity of the crystalline lens. If the pupil appears to be occupied by any cloudy and whitish substance, I will not say, speaking scientifically, that it is a certain evidence of cataract, but it is presumably to be ascribed to that cause, and at all events it is conclusive as to there being a defect of sight. If the pupil has a circular, instead of a flat, oval shape, already described, this too may be considered as an indication of cataract.

Specks upon the eye are in one respect a more serious, or at least a more annoying defect than total blindness. A careful rider may by possibility prevent a blind horse from charging a stage-coach, but the most careful horseman is exposed to constant annoyance by the starts and checks of a horse that retains his sight only to a partial degree. If the speck is in the front of the eye, he shies at a carriage; if it is lateral, he jumps at a straw. To detect a speck, the eye should be viewed, not in front, but from behind; standing at the shoulder of the horse, so as not to be deceived by the strong reflection of the light on the surface of the cornea. The speck is usually the cicatrix left by a small ulcer, produced by inflammation. There is not a dealer or an ostler in England who will not tell you that it is of no consequence; it has been caused by a blow, a fly, and so forth: and if it could be clearly ascertained to be no more than the effect of such an accident, I should not attach much importance to it, if it were not very large; for I have known such specks gradually disappear by absorption: but it is impossible to ascertain this; and therefore the safest course is to assume that natural irritability, with consequent inflammation of the eye, is the cause, and upon this assumption to reject the animal as unsound. An eye naturally weak is far more liable to sustain serious injury from the occurrence of those trifling accidents to which all horses are exposed.

It may be observed as a general rule, that all diseases of a horse's eye, except such as proceed from accident and local injury, are incurable. To couch the cataract in a man, is not very difficult, and generally perhaps, under ordinary circumstances, successful: but the inflammation caused by the operation in the horse, and the uncontrollable power of the retractor muscle, are too great to afford even a bare chance of success. A paralytic affection of the optic nerve is hopeless in the case of man, and of course not less so in animals. No purchaser therefore, should be tempted by the hope of cure. And I would add, though I am aware that I am opposed to some high authorities, that when one eye is lost by disease, the sight of the other, however sound it may appear, is not likely to be long preserved. My advice is to have nothing to do with any horse where the slightest trace of disease is visible in the eye, unless you are purchasing him for a mill. In that case you may as well begin with a blind one. It is scarcely necessary to add that blindness, whether partial or total, is of comparatively little consequence in a horse intended solely for draught. The blinkers to a certain extent create an artificial blindness, and in crowded streets it is desirable that they should; but except in four-wheeled carriages, defective sight is objectionable, even in a draught horse. I only mention the difference to guard against the common error of selling a carriage horse, otherwise valuable, because his sight is injured.

The age of a horse is easily ascertained when the progressive appearances of the teeth are explained. A horse has forty teeth; the twenty-four beyond the bars (the hollow space where the row of teeth is discontinued, and the palate is marked by transverse ridges,) are never changed, and of course give no indication of age; the twelve front teeth are cast at different periods; till cast, they are called foal teeth. When they change, the two centre teeth in each jaw are called *nippers* or *gatherers;* these appear at the age of three: the two teeth adjoining the gatherers on either side, are called *middling;* they appear at four years: the two next the middling teeth are called the *corner* teeth; they rise above the gum at five: the remaining two in either jaw are called *tushes,* corresponding in form with the eye-teeth in man; the appearance of the tushes is not regular, but those in the lower jaw show themselves first, and commonly at the age of three, or three and a half.

The *mark*, as it is called, is a little cavity of a dark colour, and about the size of a small grain of oats, visible on the surface of the middling and corner teeth, and in a minor degree on the gatherers. It becomes filled up, making the surface even at four years in the gatherers, at five in the middling teeth, and at seven in the corner teeth; after seven the age cannot be known by this criterion; but it should be noticed that though the age in running horses has hitherto been usually dated from the 1st of May, there is so much variation in the time of foaling as to make it impracticable to speak with certainty to a few months more or less. A late foal, when four years of age in sporting calculation, will not show his four-year-old teeth till August or September, and of course will sometimes pass for a three-year-old in the spring, though, properly speaking, he ought to be dated a year older. By a recent resolution of the Jockey Club, blood-stock is now dated from the 1st of January, and of course this will lead to the general adoption of the same rule in all stock.

After a horse is far advanced in his eighth year, no reliance whatever can be placed on his mark;

and if he shows symptoms of age, its appearance at all should be viewed with suspicion: but from ten or eleven years the tushes elongate themselves very considerably, and when a few years more advanced, all the front teeth assume a *lengthy* and uneven character, far too distinct to allow of imposition on the most inexperienced buyer. The trick of cauterizing the teeth is usually practised on horses under nine: and except with a view to sell again, the loss of the mark or the creation of a false one, is of little consequence, unless the animal shows other signs of severe work, or of being *stale*, as it is commonly called: for my own part I would prefer a horse of eight years old for work, to one of six, if I could be sure that he had been fairly treated; but it too often happens in dealers' horses that "all their work is taken out of them," even before they are six: at least four-fifths are injured permanently by being set to work too early in life.

It is not often that a glandered horse is found in a dealer's stables: the disorder is now acknowledged to be contagious, and its symptoms are too decided to allow even accident to bring him there. It may not however be amiss to mention the more obvious of these symptoms, to guard a purchaser against the accidental admission of such an animal into his own stables. The disease is marked by a very copious discharge of matter from the nose; perhaps it would be more correct to call it a mucous discharge. The throat and *fauces* are much swelled, and particularly the cheeks. In bad cases, ulcers are formed in the cartilage of the nose; they are detected by the fetid smell of the breath; and ultimately the lungs and windpipe are affected. It is often accompanied by knotty tumours of the glands in various parts of the body, and these tumours appear to be united by extended indurated swellings like cords: when these appear, the disease is called the *farcy*. I do not pretend to draw the distinction between the farcy and the glanders, but the diseases are, I believe, allied: and whenever these symptoms appear, whether they belong to the one disease or the other, the animal should be immediately removed, and unless he happens to be of great value, I should recommend him to be sent forthwith to the knacker. It is not, however, wise to trust altogether to your own judgment. Sometimes a severe cold will produce symptoms very similar to the glanders. Sometimes the strangles are confounded with it: the cough, the fever, and other usual incidents to a cold, will point out the difference to a scientific man, and in the strangles the rapid suppuration of the glandular swellings, is a symptom which is wanting in the glanders. Neither a cold nor the strangles is a very alarming complaint; it would therefore be well, before you sacrifice your horse, to assure yourself by good professional information, that your suspicions are well founded; but it is a wise precaution to separate the animal from others, as soon as ever a decided discharge from the nostrils is detected.

It has been said, and I believe with truth, that it is a peculiarity of the glanders, always to show itself on the near jaw. I have not had sufficient experience of the disease, to feel assured of the safety of this diagnostic: but the idea is so prevalent, that I do not like to omit mentioning it. There is another circumstance connected with the glanders, that it is of the last importance to notice. The human frame is susceptible of the contagion—a point long disputed by pathologists, though why a doubt should exist is not very obvious; besides the well-known case of hydrophobia, we have long ascertained that the small-pox owes its origin to the camel, as the cow-pox is obtained from the cow. The question, however, is at length set at rest. A paper from the pen of Dr. Elliotson, the President, was read to the Medical and Chirurgical Society, on the 12th March, 1833, (which will be found at page 201 of the Transactions of that Society, published by Longman,) in which the learned author describes the recent case of William Johnson, a patient in St. Thomas's Hospital. The symptoms not only corresponded with those of a glandered horse, but, on a post mortem examination, the appearances were similar. The sufferer had been employed as a groom in attending a horse labouring under the disease, and had frequently received the discharge from the nostril on his hand, which had been wounded. This fact was discovered, after suspicion had been excited by the nature of the symptoms. Without going at length into the character of those symptoms, it may be interesting to my readers to have a general account of them. For the first week, they were febrile, attended with pains in the right side and loins, and with delirium, at times, to a violent degree. Before a fortnight had elapsed, the hand and ancle became swelled and red, and the fever greatly increased. The skin in various parts of the body gradually assumed the same inflamed appearance, and on the fourteenth day, a discharge began to flow from the right nostril, accompanied by a large swelling in the middle of the forehead, of a purple colour: the left eye was nearly closed, and swellings took place on the arms and legs. These swellings rapidly extended over the extremities and the abdomen, and the febrile symptoms became more distressing, the pulse rising to 124 ; the discharge from the nostrils became considerable, and bore a glutinous character ; another purple swelling appeared on the right side of the nose, extending all along it, and early on the seventeenth day he sunk under the disease. On examination, the swellings were found to be full of pus, under which a number of small white granulations were perceptible. The sinuses above the eyes contained similar granulations, and were filled with a jelly-like secretion. On the inner surface of the nose, on the side of the bone dividing the nostrils, an ulcer appeared, exactly similar to the ulcers in the nose of a glandered horse, and the same white granulations showed themselves in the colon.

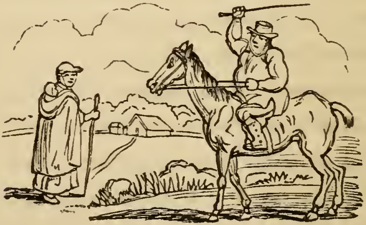
I have abbreviated this account from the paper that I have mentioned, omitting or altering a few technical expressions. The publication of the case led to the discovery of several similar instances. It follows, that too much precaution cannot be used in grooming glandered horses, or even animals of suspicious appearance. The most prudent course would be to use gloves: the fear of a little ridicule should never deter an honest fellow from so simple a remedy.

I have now almost exhausted the list of those disorders which are at once common in horses, and capable, at least in their milder stages, of being concealed from the eye of the superficial observer. But there are still a few general remarks upon the subject that deserve attention. If the hair of a horse appears to be rubbed off here and there, especially about the head and the flanks, if he is observed to rub himself against the sides of the stall, or to rub one leg against the other, it is probable that he is mangy: in this case a general roughness of the coat is discernible; not of that kind which marks the change of the winter coat, but as if he had been carelessly curried. A purchaser will do well to notice any peculiar marks: as for instance, if there are grey hairs visible in a kind of ring round the fetlock joint, or above and below the knee, they imply the frequent and perhaps habitual wearing of a boot, and of course habitual cutting, or the speedy cut.

Any traces of a sore back, though apparently healed, are very suspicious: a new saddle may have occasioned them, as you will assuredly be told is the fact; but your own saddle may be equally new to a new horse. The slightest tenderness of the back makes the horse unserviceable for weeks and even months, and not unfrequently causes the animal to rear or plunge, the moment that he is mounted.

It is by no means easy to detect vice in a horse till after several trials. Vicious horses are usually cunning, and try their rider before they venture to take liberties with him. It has frequently been noticed that where the horse exhibits much of the white of the eye, he is vicious; and this idea is not altogether without foundation. The white of the ball is exposed when the eye is thrown back to watch the approach of a stranger into the stall: and this jealous vigilance is itself indicative of temper. A hint may not be misplaced as to the course to take if you find yourself, as I have done, thus agreeably closeted with a vicious brute. Most people immediately retreat with precipitation, and thus place themselves at once at the horse's heels, when the chances are three to one in favour of a broken leg. The better course is, if you see symptoms of a disposition to bite or strike, at once to approach the head, and seize the halter rein close to his nose. Few horses will attack or resist a man that evinces determination to control them; and this is equally true whether you are in the saddle or at the head. If by this means you check the animal into temporary tranquillity, the ostler will soon come to your aid, and release you by picking up the fore foot, or some other discipline by which he is usually restrained. It is always prudent to distrust the safety of approaching a horse that stands in a separate stall, or at the farthest stall in the line ; this being the place generally appropriated to kickers.

Crib-biting is rather a vice than a disease ; the horse grasps the manger, and holding it with his teeth, sucks in the air, or at least appears to do so : the effect of this bad habit is often, but not always, to impair the digestive powers, and render the animal poor. As it is not usually classed as unsoundness, the purchaser should be very careful to watch the behaviour of the horse for a few minutes. It is useless to examine the manger, for a regular crib-biter would not be shown in his accustomed stall.



The choice of a horse for harness, is in several respects far less difficult than the selection of a saddle horse; yet it must be remembered that an animal which is sold for the collar, is frequently parted with for a dangerous fault in harness. I have long made it a rule never to put a horse in my stanhope, that I had not previously tried in the saddle. When I am on his back, I am his master; when at his tail, he is mine; and therefore, I like to know his temper before I place myself in his power.

Draught work is far less severe labour than carrying weight, if the carriage is fairly adjusted to the strength, and the roads are tolerable. It follows that many blemishes which denote unsoundness, and many actual defects, are comparatively immaterial. All draught work, too, is done at the trot; hence it is of little consequence whether a horse for harness walks or gallops well. Still there is no doubt that in proportion as the animal is sound, and good in all his paces, his value is greater for whichever service he is designed.

I may also remark that few people are very particular about driving a horse in a boot, or with a blemished knee, while the blinkers will hide any obvious defect in the eyes. Thus other serious obstacles that occur in the purchase of a saddle horse are removed.

Subject to these preliminary observations, I would suggest that the form of a stanhope horse should be carefully considered; a full shoulder and a well filled-up loin, are of consequence: the action should be free, and rather high than otherwise; the body should be compact and close, the legs short, and rotundity the character of the whole.

Steadiness is a great virtue in a gig-horse; for his duty is in the streets, where every provocation is given to the contrary, and where the least swerving from the direct line may cause infinite mischief. It is quite impossible to decide whether a horse deserves this character till he has been tried; but a single drive down Oxford Street or Holborn, will put him sufficiently to the proof: a man who buys a stanhope-horse, without first driving it himself, is a fit subject for a commission of lunacy. It is not enough to put him in the break; he should be harnessed at once to the stanhope; and it is prudent to observe closely how he bears the ceremony of being harnessed, and what kind of a start he makes. Much may be predicted of his qualifications for draught, or at all events of his familiarity with the collar, by the degree of quiet with which he allows himself to be put to. If the ostler runs along-side of him at setting off, as is often the case, you may be sure that the horse is distrusted: if you distrust yourself, have nothing to do with him.

One of the best horses which I ever had in my life, as a gig-horse, was a little animal scarcely fourteen hands and an inch high, which I bought of a dealer named Thompson, an excellent judge of a horse for harness, and who, I believe, now purchases horses for Mr. Robinson, of Little Britain. His case was in some respects peculiar, and worth mentioning. I bought him for a relative, of very light weight, but a timid rider. He was just such a horse as I have described; about half-bred, and inclining in form to a cob. My relative rode him for about two or three months, during which time, either he or the horse so contrived it as to fall every ten days; the last fall was a very serious one, and the knees were much blemished. He would not have produced ten pounds, though I had given nearly forty. I obtained permission to break him into harness, which I did myself, without any trouble or difficulty. His owner would not take him back again, but gave him to me. A year or two afterwards I refused sixty for him. It is a singular fact, that, for the first two years that I had him, (he remained with me nearly five,) he would allow nobody to drive him but myself. If other hands held the reins, he would swerve and shy, and at last perhaps fairly bolt; but in mine he never committed a fault. I used to drive him with a sharp curb, and very little whip; but my command of him was so complete, that I have urged him to his full speed, thrown the reins on his back, and stopped him in an instant by my voice! The inference which I would draw is, that a purchaser should always try a new stanhope horse *for himself*, and not trust to the steadiness evinced while the reins are in his owner's hands.

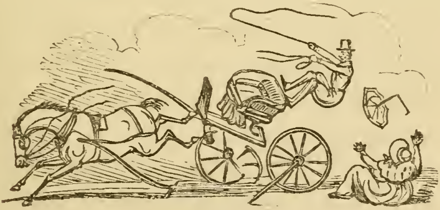
I cannot dismiss my little horse without mentioning another incident connected with him, to me particularly interesting. Like most Cantabs, I acquired at college an unlucky taste for driving. I have driven my tandem for many thousand miles in safety, and used at times to exhibit, at once my folly and my skill, by threading the narrowest or most crowded streets in London. It is scarcely necessary to add, that eventually I broke my head; though in justice to my skill, I must declare that the fault was not mine, but my coachmaker's. The splinter-bar had been morticed into the shaft, at the very point where the latter was rendered unsound by a knot in the wood. One day, after a ong journey into the country, and within a hundred yards of my own door, the shaft broke, and I was precipitated over the shaft-horse, under the heels of my old favourite. There I lay, insensible. The awkward hands who came to render assistance, wanted (as I was afterwards informed by my servant) to move the horse away from me, at the risk of putting his heels upon my face; but move he would not; nor would he allow a foot to be raised, ill at last I was fairly lifted up from under him, and then, though not till then, he readily changed his position, and moved wherever they pleased to lead him. I have no inference to draw from this, except a caution even to the most experienced whips against tandems! I mention it as a tribute of gratitude to my poor horse, who showed at least as much sense as his master. Young gentlemen, however, who disregard my caution, as doubtless nineteen out of twenty will, may thank me for a hint of which I have experienced th advantage. Tandems are rarely seen now; bu those who still drive a leader, generally attach hi traces to an eye in the traces of the shaft-horse this looks better, but is not so safe as the old-fashioned way of hooking them to the end of th shaft. By the first plan, the stumbling of th shaft-horse is aggravated into a decided fall, fo the animal is actually pulled down by the continue motion of the leader; by the old plan, the shaft-horse is allowed time to recover a casual trip, an is even assisted; the weight of the carriage bein relieved by the shafts being retained by the leader' traces in a horizontal position. The greatest danger in tandem-driving arises from the stumbling o the shaft-horse; it therefore follows that if eithe of the team is distrusted in his feet or legs, h should be driven leader.

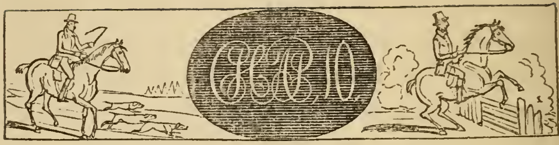
I have had two deals with Thompson since wrote the preceding remarks. One of them ha proved a very good horse; the other has been a unlucky purchase. I bought him with a warrant of soundness, and I detected no unsoundness fo nearly five weeks after my purchase, though I expressed a doubt at the time whether his feet wer right. He has proved lame from inflammation o the navicular joint. He is so unexceptionable i other respects, that I have kept him, in the hope of curing the disease by a winter's run in the wet marshes, but I am far from sanguine as to his recovery. It is a complaint that admits of relief, but is seldom cured.

No man, if he can help it, will ever buy a mare for harness: no dependence whatever can be placed upon them: they may be temperate and steady for months, or even years, and yet when the season arrives, will kick your chaise to pieces. I drove a ittle mare for nearly a year with the galloway that I have just been mentioning; the following spring she kicked herself out of harness three times in the course of as many weeks! Purchasers are often tempted by their inferior price; a mare, *cæteris paribus*, being generally five or ten pounds less vauable than a gelding; but they forget that it is his very capriciousness of character that reduces heir value, because it unfits them for the collar.

It can scarcely be necessary to remind a purchaser that any scar on the shoulders, or even under the tail, should lead to a suspicion of tenderness in those parts, not very consistent with ength of service in harness; and in the same way that a blemished hock should excite a doubt whether the splinter bar is not equally damaged. If can be managed, it would be prudent to see horse driven in his master's stanhope, were it only to take the opportunity of observing whether the dashing iron or the floor retains marks of the shoe, or has been recently repaired in order to efface them.

I once was trying a stanhope horse, in company with his owner, but not in his owner's chaise: I had no suspicions, for I was to receive a warranty of "sound and safe in harness," but he appeared to me to show a great deal of work; and therefore, I wished to see the stanhope that he had been accustomed to draw. "It was at the coachmaker's." I offered to go there, and proposed that we should drive to the shop. "It was a long way off, on the other side of the water." I replied, that my time was of no consequence; for, whenever I perceive hesitation, I always feel distrust. "It was taken to pieces to be fresh painted." In short, I found that the chaise was not to be seen; and therefore, see it I would. When we returned to the stables, I took an opportunity of saying privately to the ostler, that I thought the horse had been over-weighted, and I wished to compare his owner's stanhope with mine. "When would it be at home again?" He could not tell, but at once referred me to the coachmaker's: this was all I wanted. I proceeded there without delay, and anticipated his customer by only ten minutes: this was enough however, to apprise myself by ocular inspection, that the dashing iron had been kicked away, only the week before, by the horse warranted "safe in harness!" About a month after, not having yet found what I wanted, I read an advertisement in the paper, of "a horse, "stanhope, and harness, to be sold together. The "stanhope almost new, and very recently from the "coachmaker's shop: the horse possessing the "grandest action imaginable, and making altogether, the most elegant turn-out in London; "*bonâ fide* the property of *a gentleman* that might "be referred to." I went to the place, and at once recognized my old acquaintance, whose action, *à posteriori* at least, had been as "grand" as could reasonably be desired; and as for the stanhope, the most practised eye in Long Acre could scarcely have discovered the true cause of its having so recently quitted the coachmaker's loft! Another striking specimen of *gentility* in horse-dealing transactions!





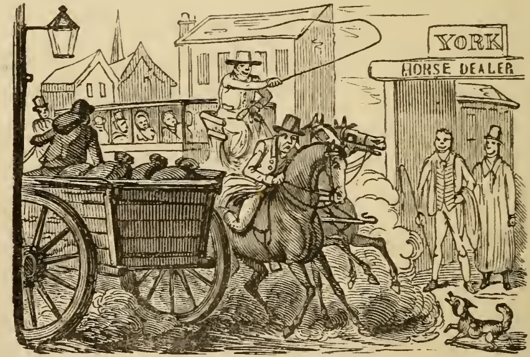
If my reader has by this time mounted himself to his satisfaction, he will be dismayed to learn, that he has yet much to do in the way of precaution, before he can hug himself in his purchase.

A friendly critic in the Old Sporting Magazine has humorously compared me to Accum, the celebrated chemist, of "death-in-the-pot" reputation. I will take this opportunity of setting myself right in this matter. I have never said that a sound horse is unattainable in the market; but merely that animals of this description do not often find their way into it. My object has been to enable the inexperienced to form some judgment for themselves upon the merits of such horses as they are most likely to find there, and especially to guard them against the common error of allowing their judgment to be warped by the amount of the price demanded. In prosecuting this object, it has been necessary to explain all the artifices to which knavish dealers have recourse; not that any individual will find himself exposed to all these tricks, but he must learn them all, to guard against being victimized by any one of them; and though it is almost absurd to repeat the cases which every day's police report presents to our eyes, yet if the tricks of horse chaunters were generally known and understood, we should not find such frequent sufferers by their frauds. Some of these tricks I have already mentioned; but there is one which, however common its occurrence, cannot be too often described.

"Timid old gentlemen," or dandy young ones, are the legitimate prey of all horse chaunters.

"A neat little cob, equal to any weight, that never stumbles nor shies," meets the eye of some "timid old gentleman," and "a liberal trial" being allowed, he purchases. This is all very well; but how is the trial to be made with security to all parties? The advertiser is at no loss. The price asked is forty guineas; "the gentleman may deposit half the price, and ride the horse where he pleases." Such a proposal seems fair enough in all conscience; the parties are alike strangers to each other; the buyer indeed, is the most open to suspicion of the two, for the seller has the *primâ facie* evidence of respectability, that he is the occupier of a stable, and the owner of a horse! The "timid old gentleman" feels that the reason of the thing is against him. The deposit is *only* half the value; he pays the twenty guineas, and rides away with all possible assurances and good wishes.

In ten minutes he discovers his purchase to be "a roarer." What then? "Timid old gentlemen" are neither dandies nor highfliers, and asthmatic infirmities are surely entitled to the indulgent sympathy of age. In ten minutes more the "neat little cob" blunders against a scavenger's night cart, and swerving away to avoid being run over, is taken in flank by the pole of an omnibus: this is very disagreeable, to be sure; but what "little horse" in England can make



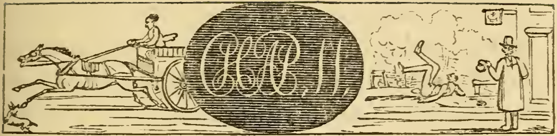
his way through a phalanx of London carriages? besides, "old gentlemen" do not habitually travel the crowded streets on horseback; so the purchaser is not discouraged. Before his half hour is completed however, this sure-footed beast, that "it is impossible" to make stumble, breaks down in the softest quagmire he can find of metropolitan slush and filth, and spills the "timid old gentleman" in the kennel! Human patience cannot stand this. John is immediately dispatched with the unlucky Rosinante to his owner, and desired to leave the horse and bring back the money. The first is easily done; the horse is left, and readily received by the expecting ostler: but "master is gone to dinner, and will not be back for two or three hours." When that interval has elapsed, John returns; but finds neither horse, nor master, nor groom: the stable is empty; the neighbours know nothing of the tenants, and the swindlers have safely decamped with their "neat little cob," and the "old gentleman's" twenty guineas into the bargain!!!

Scarcely a week passes, that this stale and shallow trick is not successfully repeated; for the rascals know very well, that even if they were traced to the next door of their dupe, he would hesitate, after the first flush of vexation was over, at encountering all the trouble and expense of a prosecution ; nor would it perhaps be easy to establish the legal criminality of their conduct ; a timid magistrate, or an indulgent jury, would reduce it to a mere debt of twenty guineas, or call it a "debt of honour !" When you have chosen your horse, before you part with a farthing of the price, learn something of the seller : if this is difficult, remember that it is just as easy to send his horse to your stables, as for you to try it from his. If this is declined, walk away as fast as your legs can carry you. You are in a dangerous position, after once confessing to a chaunter that you like his horse. Canning's eloquence was a hundred degrees less persuasive, than the wily speeches of an ostler under such auspicious circumstances.

I strongly recommend the horse to be taken away in the seller's saddle and bridle : a demur is often made to the inconvenience, but explain the reason, and no respectable dealer will object to the loan. To buy a new saddle for an untried horse, is throwing away money ; and though saddle-trees are now usually made in a form to suit most horses of the average size, it is not improbable that the back would be galled by a long ride in a saddle out of your own harness-room. Should this happen, any dealer is fairly entitled to refuse the horse, if returned, unless upon full compensation; for he is alike unfit for sale or use, till the wound is healed, and I have already noticed that this is not the work of a day.

It is prudent to examine with attention the terms in which the warranty is expressed. I have often known instances in which, either from accident or design, the guarantee of soundness has been so carelessly worded, as to leave no remedy to the purchaser; and in other cases, the warranty has been signed by an agent, whose authority to give it has been afterwards denied: thus substituting a right of action for deceit against a man of straw, for a good remedy against a solvent seller.

Another precaution, rarely taken, but of great importance, is to send a servant to fetch the horse: the purchaser generally rides him away himself, if he can borrow a saddle. Should an accident occur on the journey home, he has no witness to prove the cause of it, and a squabble of course arises. He is challenged with careless riding—he cannot disprove the charge, and the remedy on the warranty is involved in the always complicated question, "Who is in fault? For the same reason it is prudent for the first week, if possible, always to ride him in company; or, at all events, to make the groom carefully note down the length of every ride, and the condition in which the horse is brought home. Every sin that the animal can commit is thrown upon the rider's back, whenever a horse is returned to a dealer on his warranty. Inquiry should always be made of the seller, how he has been accustomed to diet and clothe his horse; whether his feet are stopped at night, and how frequently; and whatever reply he gives should be carefully noted, and the same treatment observed, till his soundness is ascertained beyond dispute. These points seem trivial and superfluous. The moment, however, the buyer consults his attorney, he will cross-examine him on every item, and then their practical importance in reference to the warranty is ascertained, though, generally, too late! It is desirable, before money is paid, to put some general questions as to the history of the horse—not so much to ascertain that he is not stolen property, though even that suspicion is not always to be laid aside, but to secure the means of tracing any disease that may show itself in the buyer's stables. It is a strange fact, but not less true than strange, if dealers are to be credited, that no horse is ever ill *before* he is transferred by sale! The *first* appearance of every disorder with which veterinarians are familiar, is the second or third day *after* the animal is comfortably housed in a new stable. Now, after making the most liberal allowances for change of domicile, I cannot understand this horse-dealing system of pathology; and so far am I from being convinced of its being sound in principle, that I have always provided myself with the means of following up my horse's history. Sometimes I have discovered that even in this trifling matter, the inveterate habit of lying has betrayed itself. But deception here is of little moment: it tells as well with a jury, that the previous history of the animal has been studiously concealed, as if the last year of his existence had been spent at the college; and this is all that is wanted. I may also observe that actual deception on any material point, invalidates a contract altogether. Thus to sell a horse that has lost the mark, under a false representation of his age, or to sell a second-hand carriage, as one that has just left the coach-maker's loft, is fraudulent, and no action can be maintained for the price; or should the price have been paid, it may be recovered back. Dealers ought to be better aware of this principle of law, than for the most part they appear to be. *No legal contract can be founded upon fraud*, and wilful deception amounts in law to fraud. The maxim of *Caveat emptor*, which I have chosen for my title, cannot safely be pushed too far; but on these and similar points I will refer my reader to the subsequent pages for more satisfactory explanation. Much of the trouble and vexation which are occasioned by the tricks which I have described in this and my earlier chapters, will be saved by purchasing through the Horse and Carriage Registry, as it affords a purchaser security that he will be dealing with parties whose real addresses have been given, and whose characters are probably known at the office. No man would pay five shillings to enter his horse with a false address, as in that case he could not possibly hear of a customer, and would be uselessly throwing away his money. The horses of a man well known to be a regular chaunter, will of course not be registered at all, for any price; for this would endanger the success of the Registry itself, by diminishing the confidence of purchasers. I consider this one of the most useful ends to be gained by this new establishment.



# Chap. II.

I have written to little purpose, if my reader should ever require advice to guide him in reference to his warranty; but my work would be incomplete without it, and with it he may save himself many a six-and-eightpence, if he is after all so unfortunate as to be taken in.

Every man I believe is pleased with a new horse for the first four-and-twenty hours, on the same principle that every child is pleased with a new toy: and like the child who throws away the toy the moment it fails to answer expectation, the buyer believes his purchase to be worthless, the instant he detects a fault. This is a serious mistake. There is not one horse in a hundred that is in every sense sound. There is an important distinction between soundness, in its legal sense, and in its popular acceptation. A lawyer will tell you that every horse is sound that is not diseased, or menaced with disease, to a degree that incapacitates him for fair and serviceable exertion in that labour for which he is sold. A veterinary surgeon will declare a horse unsound, that has any symptoms of past, present, or future infirmity. A dealer, or his ostler, will vouch for the soundness of every animal that can place one foot before the other, or manage to stand upon all four. Between these high authorities, especially if his attorney has an eye to costs rather than character, the unlucky purchaser is bewildered, and like all men in that predicament, commits one blunder that leads to a second, till he is lost in a labyrinth of squabbling, litigation, and expense: consoling himself eventually with the comfortable conviction that all lawyers, farriers, and dealers, are rogues alike; beleaguered together to swindle him out of his money, and make dupes of honest men! The proportion of knaves among them is large certainly: but very little reflection will satisfy a reasonable man, that in most cases he can only have himself to blame.

My first advice is not to be too prompt in returning a defective horse. Slight faults, or even doubtful indications of disease, should not be conclusive. No horse is without a fault of some kind, and yet there are not many that absolutely incapacitate him for work. A horse may refuse to canter, and yet be pleasant and speedy in his trot; he may even blunder with a new and inexperienced rider, and ultimately prove sure-footed when better accustomed to the hand. Many will swerve and shy when they find themselves unsteadily mounted, and afterwards prove perfectly docile. Some animals of delicate stomachs, or moody tempers, will refuse their corn when they come into a strange stable; others will be sullen when introduced to a new face, or unmanageable when groomed by an unwonted hand: all these are temporary inconveniences, and far from conclusive against the value or usefulness of the horse.

Many timid riders take alarm at the frolics of their horse when first mounted; forgetting that in all probability he has been fed up into high condition for sale, and had no work for a month past, beyond his daily exercise. It is not a fortnight since I mounted a mare that almost kicked down the stable door as soon as I crossed her. She carried me very quietly for an hour afterwards, and I was more disposed to complain of a want of spirit, than an excess of it.

Should it, however, be too apparent that the purchase is substantially vicious or unsound, it should be returned without delay, but not without due caution.* An immediate return is not necessary in point of law, but it is certainly imprudent needlessly to retain an unsound horse even for a day. The two leading authorities on unsoundness are Mr. Sewell and Mr. Field; and before the animal is sent back, both these gentlemen should be consulted. Their opinions will only cost a guinea, and this sum is well expended to assure oneself of scientific judgment. If they differ in opinion, it will not be safe to enforce the warranty: that they do sometimes differ, I have had recent proof. A distinguished member of parliament lately offered me for sale a beautiful mare, bred by himself. He was unwilling to warrant her, and without a warranty I would not buy. He proposed that she should be examined at the college, and with this I was willing to take her. She was at once pronounced lame, and on catechising the groom that brought her, it turned out that she had hurt her hock on being tried in harness. Mr. Sewell was of opinion that unless boxed up for the summer

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* The reader must not infer from this passage that he is entitled as a matter of course to return a horse for a breach of warranty. I again refer him to the subsequent pages for a full explanation of the law on the subject of "return."

ith a high-heeled shoe, her lameness would be-
ome permanent and incurable. Of course I re-
ected her. A few days after, the ostler at the
tables where she was occasionally put up, informed
e that her owner, not satisfied with Mr. Sewell's
pinion, though borne out by the accident, had
nsulted Mr. Field within an hour after she had
ft the college; Mr. Field passed her as one of
e soundest horses that he had ever examined !*

It is indispensable to consult the veterinarian
*efore* the horse is returned, for no opportunity
ill be given of doing so afterwards. Nine times
t of ten, the dealer will receive him, but will not
fund the money: so far from it, that he will send
u notice that the horse is standing at your ex-
nse, and you will shortly receive a heavy bill for
s keep, unless he *good-naturedly* offers to sell
m for you again at half the price you gave
m !

If unsound, Mr. Sewell will give a certificate of
e fact, and also of the seat of the disease. Of
is certificate it is expedient to keep an examined
py, and then send the original to the dealer.

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* Mr. Field has since assured me, that though he passed the
re, he did not pronounce his opinion in these unqualified terms ;
l in justice to him, I feel it right to correct the text : he con-
ered her, however, to be free from lameness.

The servant who received it from Mr. Sewell, should be the person to examine and mark the copy, and also to deliver the original, or at least to produce it to the dealer ; as it will be necessary on the trial of the action, to have his evidence to show fair play and open dealing to the satisfaction of the jury. Nothing tells more with a jury than candid, open behaviour, especially in actions upon horse-warranties.

I have already intimated the importance of tracing the past history of the horse, to ascertain whether the unsoundness is of old standing. It will often be found, when this can be done, that the dealer himself bought without a warranty. Indeed the question should always be put to him whether he did or not. His refusal to answer it, or to produce the warranty, will tell as much against him as the admission that he took none ; but then he should be interrogated by a third party, who can i necessary be put in the witness-box.

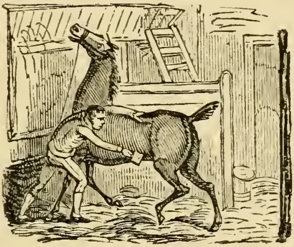
The next material point is to make a chronological memorandum of every occurrence, both in the purchase, and subsequent treatment, and let the groom subscribe his name to it. A case is clear enough in the month of March, but if the cause is not tried till July, half the circumstances are forgotten. The most trivial inaccuracy is fata in a horse cause: nothing should be omitted; his diet, his exercise, his grooming, every thing that can prove due attention to have been paid to him, should be carefully noted down, while all is recent and memory awake. It is useful to make the servant sign it, for I have known instances where the man has been discharged in the interim, and produced afterwards as a witness *for the dealer*, and a most useful witness, too. Half a guinea will do wonders in making a good witness of a discarded servant.

In all questions arising upon a warranty this principle must be borne in mind; the horse must be returned in the same state and condition in which he was received, except so far as the disease for which he is returned may have deteriorated him; as for instance, if the knees are broken by a fall, and the fall was occasioned by chronic lameness, the blemish is no bar to his return: but except in cases *ejusdem generis*, any injury to a horse while in the purchaser's possession deprives him *pro tanto* of his remedy. This is my reason for giving such minute directions for the treatment of the animal, while his soundness remains doubtful.

It often happens that a wary dealer will play off an artful game with a dissatisfied customer. Allow him five guineas, and he will take the horse back; or he "will exchange him with pleasure." I should generally close with the first alternative, for extra costs will always exceed five guineas; but the second is a desperate resource: the exchange will to a certainty be an inferior animal, and in less than a week he must be returned again, and all the battle is to be fought once more. By the time he has tried every horse in the stables, the purchaser will have broken half a dozen ribs, be minus his time and money into the bargain, and find that his own legs must carry him through the summer.

It should always be the subject of anxious inquiry, ere a hostile step is taken, whether the dealer is worth powder and shot. Very few of them, taking them as a body, are in solvent circumstances; and then a verdict will prove an empty triumph indeed. This inquiry is easily made among the parochial officers: they will always say (on assigning a fair reason for the question) whether a man pays his rates and taxes punctually; or they will refer to his landlord, who is always well disposed to complain of an irregular tenant. But a man should make these inquiries for himself: they will swell a solicitor's bill largely if left entirely to him.

Should the result be unfavourable, there is but one resource—send the horse to the hammer to take his chance, and set down the loss, as I have too often done, to the debit of experience! On the next occasion you will be wise enough to consult a veterinary surgeon *before you make your purchase!*



If my reader has, to his surprise, as it certainly would be to mine, struggled successfully through all the risk and difficulties explained in the preceding pages, and at length mounted himself to his entire satisfaction, he cannot but be anxious to know how he is to treat the valuable animal which it has cost him so much trouble to procure. Economy is so much involved in this question, that my advice can only be given subject to the control of every man's peculiar circumstances.

A man who keeps only one saddle-horse for his pleasure, and is domiciled in London, cannot do better than send him to livery: he will find it quite as economical as keeping him in his own stable, and far more convenient. The usual charge is a guinea per week, where the standing is of long duration; and very little personal attention will secure liberal treatment. If however he keeps two horses, he will undoubtedly find that he can maintain them both for less than three-fourths of the charge of sending them to livery, provided that he has stabling attached to his house. In many cases, however, the question of economy does not occur; and though gentlemen who keep their studs systematically, are not likely to be among my readers, yet if perchance these pages should meet their eyes, they may find some useful hints as to that very important, though neglected point, the construction of their stables.

A horse, in his educated state, is by no means a hardy animal. Many, perhaps most of his numerous diseases, spring from a neglect of those precautions which are required by the artificial character of his life: the abridgment of his active days is alone sufficient proof of this. Many horses live to twenty or five-and-twenty, but not one in a hundred is fit for real labour after thirteen. That this arises partly from their being prematurely brought to work, is certainly true; but it is equally true that this premature exertion is as injurious indirectly as it is directly. To prepare them for it, they are brought into close and heated stables before their constitution has attained its maturity, and, like children reared by anxious parents, warm atmospheres, pampered appetites, and close confinement, cause premature debility and early decay.

It is impossible now to change the system: horses are too expensive to maintain, to allow the breeder to keep them out of the market, when once they can yield a profitable return; and therefore every horse is trained to work before he is five. The only remedy is, in their subsequent management, to avoid errors that may render them yet more delicate, and on the other hand to guard against any carelessness that is only innoxious to hardy constitutions.

Almost all stables are found so built as to be liable to the extreme either of warmth or cold. In the country, the last is the common error; but in London, and all large towns, the mistake is on the other side. The great value of building-ground in towns makes it unavoidable; but where there is sufficient space, it is unintelligible why so little attention is shown to the construction of the stabling. Almost every country stable opens directly to the weather, so that in all seasons there is a constant current of cold air poured in plentifully upon the cattle, whatever may be their state. I have noticed this fault in some of the best hunting stables, yet the remedy is simple and obvious: the harness-room should be built off, at the entrance of the stable, with a passage through it: ventilation might easily be secured by gratings above the windows.

The same ill-judged economy of space leads to another fault, equally mischievous. The loft is generally used as the most convenient place for the hay cut for immediate supply; and to make it more roomy, the ceiling of the stable is very low. Thus ventilation is required to an unusual degree, while the proper place to receive the ventilator is choked up. Even the accumulation of dirt and dust, constantly falling upon the horse, is, though a minor evil, one of no small magnitude, and quite sufficient to point out the expediency of a different arrangement, where circumstances permit. A stable should be as large and airy as convenience will allow: it should also be perfectly dry, and capable of being kept at a regular and moderate temperature. The effluvia of the litter and manure are very great, and very injurious to the health of the horse; but no care of the groom can entirely prevent it, especially during the night, if the stable is low and confined. It is well worth the while of any gentleman who is about to build, to inspect the stables at the Veterinary College: he will at once remark their lofty height as compared with others, and the ample size of the stalls, and the wide space between the stalls and the opposite wall. Even the construction of the stalls is a matter of importance: the drain should be in the centre, and the paving should be as level as is consistent with the drainage. As stables are usually paved, almost every horse stands with his fore feet in an unnatural position, almost resting on his toes: the pain of this, especially to a tired horse, must be considerable; and it is very probable that permanent injury is often occasioned by it, both to the foot and the joint.

Due attention should be given to the admission of sufficient light: the eye is seriously affected by sudden change from darkness to light. Every body has heard the story of the Bastile prisoner, struck permanently blind by sudden restoration to the light of day; for every body has heard some juvenile platform orator, when asserting the natural right to liberty, entangle himself in this unlucky illustration, till he has locked himself up too close in the Bastile to find his way out again! but every body does not know, that after the operation for the cataract, the great anxiety of the surgeon is to exclude the light: the patient being kept in a dark room for a week or two. It is precisely on the same principle of abrupt change being mischievous to the eye, that I condemn the practice of leaving a stable in partial darkness. I have frequently seen horses brought out of a place as dark as a coal-hole, into the sudden glare of the sun, and give visible indications of the pain and inconvenience of the abrupt transition. Some of the stables at the Swan with Two Necks, Lad Lane, are under ground, and I have occasionally watched the poor animals led out into the street on a fine day, when they have for the first few minutes been so dazzled as to run against the pole of a coach : nothing is more likely to occasion chronic inflammation of the eye. It is also difficult, if not impracticable, to keep a stable clean, when the light is so sparingly admitted ; at all events it cannot be seen whether this duty is discharged ; and I know from long experience, that the class of people usually employed as ostlers and helpers, are, of all servants, those who require the most vigilant surveillance on the subject of cleanliness.

These remarks are however only partially useful to the individual who keeps a single horse, or only a pair for occasional use. He must take his stable as he finds it ; but even in his case much may be done by personal attention, to keep it in an airy, dry, and comfortable state. His first duty should be to insist rigorously on cleanliness. Whenever he enters he should notice whether every thing is in its proper place; he should allow of no manure being piled up in corners; no dark receptacles for old brushes, pots of oil and pots of porter; no broken halters here, and disabled pitchforks there. If the smell is pungent and offensive, severe reproof should follow; for it is clear that the manure has been allowed to accumulate, though, in expectation perhaps of his periodical inspection, the floor appears clean and tidy. When the horse is absent at his work, the groom should be required to make a thorough lustration; and where the absence is expected to exceed the night, the opportunity should be taken of washing out every part with water, and scouring the rack and manger with a scouring brush. These precautions, and opening the windows regularly when the place is empty, will materially tend to keep even the smallest box in a healthy state. It is very important, however, not to let a stable become damp; and this inconvenience is more easily avoided than people commonly suppose. Hunting or training stables should of course be so constructed as to allow of being warmed by flues, or pipes of steam: but where these expensive resources are wanting, it is easy to keep a lamp or candle constantly burning (always in a wire lantern suspended from the ceiling), and this vill dry almost any stable in four-and-twenty ours. This precaution in a harness-room will ften keep harness from injury for years.

The economy as well as the cleanliness of a table is much promoted by due attention to the itter. Idle grooms will frequently allow the litter o remain from one end of the week to the other, prinkling over it a handful of clean straw for the ed at night, or (to keep up appearances) during he day. Nothing is more injurious to the horse's eet than thus constantly standing upon a hot-bed. It makes the hoof brittle, dries up the sole and estroys its elasticity, cankers the frog, and imedes the perspiration of the legs: it is also a ommon cause of grease and swelled legs. If, on he other hand, the dung is regularly removed, and he dry and clean straw carefully separated every norning, and placed under the manger till wanted, he stable is free from unpleasant smells, and bout half the quantity of clean straw will be onsumed. The quantity of straw allowed in avalry barracks is very small, compared with he average consumption in private stables; and yet it is uncommon to find the litters dirty, or he stables unwholesome. Grooms are very ealous of reproof upon these points; but I have ound that systematic discipline, good-humouredly enforced at the commencement, will ultimately maintain itself without much subsequent trouble: in fact, when once accustomed to this order and cleanliness, the men feel the comfort of it, and continue it for their own sakes, if not for the horse's.

The first duty of every morning is, of course, to dress the horse: unless it rains, this process should never be allowed in the stable. The horse should always be led out into the yard: a horse can never be properly cleaned in his stall; the dust settles upon him again, and dirties the stable, the harness, and every thing else. Independently of this, it tends to make a horse vicious in his stall. Few horses that are possessed of much spirit, like a proper dressing; they generally plunge a little while undergoing the operation, and in the confined space of the stall they may seriously injure themselves, even if the groom is dexterous enough to escape. It also makes them restless and suspicious of approach in the stable, and it is undoubtedly the first cause of crib-biting. If a horse appears to suffer very considerably under the curry-comb, it should be examined, to see if the teeth are not too sharp, and of course, if found to be so, they should be filed down, or an old comb substituted. Some horses are more tender in their skin than others;

this is soon perceived, if they will not submit even to an old worn-out comb; in this case the patent brush, with uneven bristles, should only be used. Nothing contributes so much to the comfort and health of a horse as regular and thorough grooming. I believe that they are very liable to be infested with a species of lice; but whether this is so or not, the beneficial effect of good rubbing down is soon visible in the general vivacity and appearance of the horse. Grooms are naturally averse to more of this trouble than they can avoid; but, without standing over them, it is easy to discover if they have done their duty, by drawing the hand, or a white handkerchief, over the horse's back; if a quantity of dust is found, it should be a matter of severe rebuke. An essential part of grooming is to rub down the legs, especially the back sinews, *with the hands.* You may at once detect an idle or inexperienced groom by the way in which he sets about this part of his business; he will stoop down, or at most kneel on one knee, and pass the hand half a score of times over each eg, and then rise in stupid admiration of his own ndustry! An old hand, on the contrary, fairly seats himself on the litter, and sets about it in good earnest, as a very laborious, but at the same ime very important operation; nor will he leave a leg till he has devoted at least ten minutes to its service.

I never fully appreciated the importance of hand-rubbing to the legs, till I happened one day to be conversing with a man who had been sent out to India, in charge of some valuable horses. I asked him how he contrived to give them exercise on board, or what substitute he found for it. He informed me that he had a helper for every three horses. The animals were partially suspended in slings all the voyage, so as to remove as much weight as possible from the limbs; and in this position, it was the principal duty of the helpers to rub down the legs of each horse with the hand, for two hours every day. He added that the effec of this treatment was such, that they arrived with legs as clean as if they had enjoyed daily exercise and were fit for work within ten days of thei arrival. A good hand-rubber cannot be essentially a bad groom.

Whenever it is necessary to wash a horse's legs it is best to do it in the morning. Most grooms act on a different principle, and wash them th moment they come in. I am satisfied that this is a bad practice. When the roads are very dirty, and the weather very wet, the legs being thoroughly soaked already, a washing can do no more harm but to deluge the legs with water, the moment a horse enters the yard, heated with exercise, is to my mind as unnatural and absurd, as to jump into a shower bath, after playing an hour at cricket. If one could be assured that the legs were carefully rubbed afterwards till dry, so as not to leave a drop of moisture behind, though I should still think the habit injurious, it would be less objectionable; but the hour of the day when the horse returns, is usually that at which the groom begins to feel fatigue, and therefore it is unreasonable to calculate upon this extraordinary labour; and even if it were given, three legs must remain wet while one is rubbed dry; the rapid evaporation would make them cold and chilly, and effectually destroy the animal's comfort for the next six hours. My plan is to have the legs carefully rubbed down with straw, and then brushed with a dry brush, to remove as much dirt as possible; after this, a good hand-rubbing should follow, and the next morning, when the horse is cool, they may be washed as clean as soap and water can make them. The feet, however, should be carefully picked out, and the soles washed immediately a horse leaves the road. A blockhead once left my horse standing with a stone in his shoe all night, and the next morning came with a long face to tell me that the animal was lame ! but he never mentioned the cause, nor should I have discovered it, had not the same stupidity left the stone and the picker lying in the litter.

The clothing of the horse must depend upon habit ; if he has always been accustomed to heavy cloths, they must be continued ; but my own practice has been, to limit them to a light rug, except in the severity of winter, and then I allow them two. It is customary, when a horse comes in, to cover him with his cloth long before he is cool. I do not condemn this habit if the roller is not put on ; if it is, the horse will not be cool for some hours. It is scarcely to be expected that a groom will go on with the dressing till the hair is perfectly dry ; and especially if the coat is very thick. It is a work of at least two hours to rub a horse dry after a long sweat. After half an hour of fair rubbing, let the cloths be put on ; in a very short time the horse will " break out" again, and then he should receive a second rubbing ; he may after this be covered with a different cloth, (the first will have become damp,) and may be left to himself with safety. A custom of clipping horses has sprung up within the last five years. It certainly appears, at first sight, a barbarous system, thus to deprive a horse of the warm covering that nature has given him, and it was long before I was reconciled to it; but I must acknowledge that I have found it beneficial, so far as my experience has gone. The animal becomes rapidly dry after a quarter of an hour's dressing, and will begin to feed immediately; while the unclipped horse, even with the best grooming, will sometimes remain wet for the whole night, and feed with comparative reluctance. The best proof of its utility is, that most horses are improved in condition by it. It must not be forgotten that the whole life and state of the animal are essentially changed from their natural order; and therefore, a treatment which may appear very contrary to the provisions of nature, may nevertheless, be suited to his artificial existence. When a horse is first turned out to grass, he will gallop about the field for a long time together, and will appear to take violent exercise; but on close observation it will be found that he never indulges in his gambols till he sweats. His coat is always dry, and of course contributes to warmth; when, however, he is at work, a profuse perspiration is generally brought on; more or less, certainly, in proportion to the vigour or debility of the animal; but still he always sweats. Let it be borne in mind how evaporation conduces to cold: a fact easily proved by anybody who will pass a wet towel over his own face, and then stand at an open window. This easy experiment will enable him to judge of the chilly and uncomfortable feeling of a horse standing, perhaps in a draught of air, while his hide is thoroughly wet from perspiration. Great care should of course be taken, in the clothing of a clipped horse. It is a very judicious practice, to bandage the legs in flannel rollers, especially after severe work. They should be applied with an even, and rather tight pressure to the limb, from the pastern to the knee.

The daily exercise is a point to which the owner's attention should be constantly directed. Where the horse's stated labour is sufficient, so much the better; but if the work is irregular, a horse ought never to have less than a fair hour of moderate exercise every morning. No horse will thrive without it. There is no necessity for sweating him, unless he is wanted for the field: but still he should be put through all his paces. The effect of exercise is not merely to prevent swelled legs and tender feet, but to ensure his ability to work when required. A man may judge of this by his own experience. If he is fond of shooting, he must have often found that for the first week in September, he returns home weary and exhausted, fitter for his bed than his dinner: the second and third week he recovers his powers, and can converse all the evening, though he may have followed his game with ardour all the day. A post-horse, or a machiner, will often eclipse the performances of the best-fed horse in a dealer's stables. I recollect, at the age of sixteen, riding a post-horse nearly as old as myself, above sixty miles in less than nine hours, and he came in almost as fresh as when he started. I felt ashamed of being seen on the back of such a lath-like, worn out, famished hack; but it was a case of necessity, and I had no alternative. When he brought me home so gaily, I felt as proud of him as I was before ashamed; and I will answer for it, that not one in twenty of the high-fed cattle of our London stables would have done half the work, simply for this reason—that they want that vigour which exercise alone can impart.

A very important duty of the groom is stopping the feet at night; it is not necessary to do this every evening, but every alternate evening it is desirable. A mixture of clay and cow-dung is the usual and the best stopping; the effect of it is to keep the feet cool, and the horny substance of the sole and frog moist and elastic. Any man who doubts this, can easily satisfy himself by leaving one foot open for a week or ten days, and stopping the other; he will at the end of that time, perceive a sensible difference between them. Where the crust of the hoof is naturally dry and brittle, it should be dressed externally with tar, especially in hot weather. I have for many years, at the suggestion of Mr. Sewell, adopted the plan of shoeing my horses with leather. I am not prepared to say that in all cases it will answer, though I have never found an instance in which it has proved injurious. It not only supersedes the necessity of stopping, but it protects the feet from bruises, and picking up stones; it also has another advantage, which I conceive to be very great. It enables the frog to sustain the pressure on the foot without the least risk of injury, and spares the leg the violence of the jar, always occasioned by rapid action. If a man stamps on the pavement with an iron-heeled boot, a considerable jar will be felt, producing an unpleasant sensation in the whole limb; and this too, notwithstanding the thick layers of leather of which the heels of our boots are composed: if, however, he places a piece of leather on the pavement, he may stamp with all his power, and no such sensation will be perceived. To a certain extent the same relief is given, by interposing a thick plate of leather between the hoof and the shoe of the horse. How far this illustration may be found satisfactory, I know not; but the fact is undoubtedly true, so far as my experience has gone, that my horses have never become "groggy" when shod with leather, though I have never been particularly sparing of work.

The diet of horses is generally so regular and uniform, that all comment upon it seems superfluous. So many feeds of oats, a given quantity of water, and a rack of hay morning and evening, are the stated allowance in every stable. It is not, however, quite a matter of course to be left to the discretion of the groom. I very much fear that no rules which can be given, will effectually preclude the waste and pilfering of the master's oats; yet even on this point a little personal attention will prove a better security than is commonly supposed. It is necessary to ascertain in the first instance whether the horse is a good feeder or not; and this is easily done by observing him two or three times; if he does not feed well, he will not consume more than three feeds a-day, and this will enable us by a little calculation to judge whether the corn-bill is larger than necessary: if he feeds well, four feeds is a fair allowance; but I am sorry to say that in far the larger number of livery stables, the bait during the day must be reckoned for nothing. The corn should be given as nearly as possible at regular intervals, and never more than a quartern at a time. Horses will often eat up a double feed with apparent appetite, but they rarely digest it: the oats should be old, clean, and above all, free from any musty smell. It is not easy to an unpractised eye to judge of their quality by a single sample; but by comparison of different samples in the chandler's shop, the appearance of good oats soon becomes familiar.

It will save considerable waste to have the oats bruised in a mill: the cost of one is only five or six pounds; the trouble of it nothing. I was never aware of the quantity of dirt and impurities to be found even in clean oats, till a friend recently showed me the siftings of his bruising mill; such rubbish in the stomach of a horse cannot but be most injurious; the principal object, however, in bruising the corn, is to assist the mastication, and of course the digestion. The oats frequently pass through the stomach and bowels, without being broken, especially in horses that are fast feeders; I think it is no exaggeration to say, that three feeds of bruised oats will convey as much nutriment to the animal, as four that are not bruised. In the country and in large posting establishments, where the labour of the mill would be inconvenient, the same end is gained by mixing the oats with chaff. It becomes impossible for the horse to bolt his food when thus mixed, and the mastication being slower, is more complete. Where chaff is required in large quantities, I can suggest an ingenious method of cutting it, practised by an intelligent friend of mine, Mr. Cleeve, the proprietor of one of the principal dairies in London. He has constructed a treadmill to work the chaff-cutter; it consists simply of two old gig-wheels, to the fellies of which steps are nailed, and by aid of an iron crank attached to the axle, the machine is easily and rapidly worked, at one-third of the expense of manual labour and in less than one-third of the time. He keeps several hundred cows and horses, and of course consumes large quantities of chaff: he told me that the whole cost of erecting it did not exceed ten pounds. Mr. Cleeve farms on a very extensive scale, and he informs me that he has used a similar mill very advantageously in thrashing his corn. He applied it to this purpose in the first instance, as a convenient resource for paupers who complained of want of work! It cured all complaints, but latterly the labourers have rather fancied the occupation.

To return from this digression. Beans or pease are often given with the oats, and when a horse is travelling, or engaged in severe labour, this is judicious; some horses, indeed, when accustomed to them, will refuse their oats without them. Whenever they are given, they ought to be split: old horses often cannot masticate them, and young horses, when hungry, will not take the trouble. One or two handfuls in a quartern of oats are quite sufficient. With this allowance of corn, I should never fill the rack above once in four-and-twenty hours. A gentleman, distinguished for his practical knowledge of farming in all its branches, but who will not allow me to mention his name, has recommended me to give my horses daily half-a-peck of the first year's shoots of French furze, well bruised; he commends it as highly improving to the coat, and generally favourable to the condition of the animal. I have never tried it, but I have such implicit confidence in the judgment of my friend, that I have no hesitation in advising a trial. If I were at liberty to mention his name, it would carry far greater weight than my opinion.

A horse is usually stinted in his water, except at night; on what principle I cannot discover. Immediately before violent exercise, much water is injurious: but a horse will only drink to excess, when he has been long deprived of water; if he is allowed to take it frequently, he will not indulge himself in large quantities: grooms and ostlers always seem to forget that his sobriety far exceeds their own. It is best to choose water that has not been recently drawn from the well, for in summer time its temperature is very cold. When a horse refuses his food in travelling, the day's journey should cease, and it will be well to mingle meal with his water, and give it him slightly warm. This will often restore him to his appetite, and enable him to resume his work the next morning without difficulty. He should never be urged to go more than twenty miles without a bait. I generally stop for half an hour or forty minutes every fifteen miles, and never found that I lost time by doing so. I have picked up many a useful hint in the management of a horse on the road from commercial travellers; some of them are worth mentioning to those who, like myself, cannot always afford the luxury of a servant upon a long journey. They may seem common-place to many who are familiar with the subject, but I write expressly for readers of the opposite description, and they will thank me for such details.

Even the relief found by both horse and rider in occasionally dismounting at long hills, whether in ascending or descending them, seems forgotten by gentlemen travellers. Yet, when the journey is long, to trot a tired horse up-hill is cruelty, and sometimes occasions him to throw a curb: to ride rapidly down hill, shakes his fore legs, and not unfrequently throws the rider. As then the walk is indispensable, and no time is lost, the weight may as well be removed by dismounting. Another of my travelling rules is to give my horse his water at some pond on the road side, a mile or two before I stop to bait him. The subsequent exercise prevents its being injurious to him in suddenly checking perspiration; while by deferring it, as is usually done, till he has been dressed, he is kept suffering from thirst for an hour or two, and of course refuses his corn. It so rarely happens that gentlemen try their own powers by long-continued and severe exertion, that they are not very capable of appreciating the suffering occasioned by real thirst. When I was many years younger, it was no uncommon occurrence to me to walk forty or fifty miles in a day; sometimes even sixty. The relief afforded on such arduous amusement, by an occasional glass of ale, is unspeakably great, and I judge of my horse by myself: but I regulate him by the same rules,—I allow him frequent *sips*, but never indulge him in *ample potations* till night.

It is yet more important to superintend both his dressing and feeding, when he arrives at an inn. I never trust this to an ostler, nor even to my own servant. I stand by, and watch the whole ceremony. Good policy as well as humanity dictates this precaution; for of all the annoyances to which a traveller is subject, none is more intolerable than to find his horse disabled, probably by a chill (as it is technically called) at a dull country inn. Three days' penance, gaping at a well-thumbed, greasy, provincial newspaper, threading the dirty, smoky passages from the coffee-room to the stable and back, in feverish impatience for the hourly bulletin: prosing consultations on drenches, balls, and diuretics, with the village cow-leech; muzzing over a gloomy fire, amidst fumes of stale tobacco, or the unsavoury nose-bag of a farmers' ordinary on market day; fumbling the fingers in the breeches pockets, in sad anticipation of landlord's, farrier's, and ostler's fees absorbing all their contents:—such are a few of the miseries, all of which might have been saved by a little self-denial in postponing your own dinner to your horse's, and in attending to his animal comforts in preference to yourself.

It is not enough to order the corn, or even to examine its quality, and see it given; the traveller must see it eaten. Even where ostlers are honest, their guests are often knaves. Before I was duly sensible of the value of these precautions, I one day noticed that my horse had made very rapid work with his feed. I had seen the oats put into his manger, and had been engaged about five or ten minutes in conversation with the ostler in the yard. I knew that the animal required, at the least, five-and-twenty minutes to finish his corn when mixed with chaff, yet on returning to his manger I found it all gone. I told the ostler my suspicions, and he was not less anxious than myself to detect the culprit. I ordered him to bring another feed, and a handful of nettles: I also bought a little cow-itch at a druggist's shop in the town. We put the whole unobserved into the manger, and tied the halter to the rack to prevent the horse from reaching the oats. We then retired, and the trap succeeded. A gentleman's servant was attending a pair of carriage horses in the same stable. In less than ten minutes the rascal came out swearing in no measured terms at the "cockney fool that fed his horse with nettles," and rubbing his hands with a grin of horror mixed with pain, that gave me infinite satisfaction. I immediately tendered him the kindest advice; "a mixture of nettles and cow-itch was the finest diet in the world for a coach-horse on a journey!" When I mentioned the cow-itch I thought the fellow would have gone mad; and not without reason; some of the spicula had attached themselves to the cuff of his coat, and I doubt not that they tickled him to some purpose for a week after!

I have already observed on the expediency of giving a horse that shows symptoms of distress, a gruel drink; but sometimes these symptoms are too severe not to require further aid. This is almost the only case in which cordials can be administered with advantage; where a horse exhibits signs of being "done up," completely exhausted by severe exertion, I should not hesitate (though I believe it is contrary to the opinion of many experienced judges,) to give him a bottle of good sherry: but this certainly would be wrong after any of the inflammatory symptoms of a chill have shown themselves. In that case prompt and free bleeding only can save the horse, and any cordial is decidedly injurious. The state of the pulse will usually indicate the existence of inflammatory action. It is necessary to inform the inexperienced that the only place where the pulse can be felt to advantage, so as to discriminate the sensation with accuracy, is under the jaw, where the sub-maxillary artery can be pressed against the bone. As the position of this artery is only known with certainty by the anatomist, it may guide the touch to direct the finger along the inside jaw, a little above the edge where it begins to decline downwards, gently pressing it against the jaw till the pulsation is felt. By doing this two or three times, any man will soon discover the exact spot where he should feel for the pulsation. In a healthy horse, the intervals should be about 40 or 45 per minute. When it exceeds this by ten or twelve pulsations, the horse is not well; but the circulation may be momentarily accelerated even to that extent, by sudden alarm; it is therefore expedient to approach the horse quietly, and to caress him for a minute or two first, if he shrinks from approach. If the pulse exceeds sixty, prompt and scientific attention is indispensably required.

THESE general rules for the treatment of a sound r weary horse are of easy application: they require othing more than a little attention from any man f common sense. It is not so easy to advise an nskilful man how to treat an unsound horse, and et there are general suggestions that may deserve ttention even on this head, if he is so circumtanced as not to have easy access to an intelligent arrier. In London, every man who keeps a horse abitually, should subscribe to the Veterinary Colege; for the trifling fee of two guineas annually, e is assured of having a sick or disabled horse reated with all the skill of which the present state f veterinary science admits; and he is equally ertain that disease will not be prolonged to swell he length of a farrier's bill. Indeed the first point hich ought to be considered, is generally the last that ordinary farriers ever suggest to a customer—whether the horse is of sufficient value to be worth the expense of a cure. I have myself before now paid fifteen pounds for the cure of a horse that never was worth ten; but I never committed the fault a second time. I offered the man the horse in discharge of his bill, but he laughed in my face at my simplicity.

It often happens, however, that no farrier is at hand, at least none that knows more of his business than the horse itself. In such cases, all that can be done is to observe some obvious principles which at all events can do but little harm. If the horse betrays great pain, and especially a difficulty of breathing, copious bleeding should be resorted to without delay, and it is far better to bleed once very freely, than several times at intervals. Inflammatory action is often arrested by bleeding largely in the first instance; and when once arrested, all the distressing symptoms are speedily relieved; but so rapid is the secretion of the blood especially in inflammatory disease, that four or five times the quantity abstracted, if taken away in several successive operations, will produce little or no effect compared with the loss of four or five quarts at one time. It may safely be assumed that wherever acute pain is indicated, inflamma tion obtains: and as the symptoms of pain are very unequivocal in a horse, an easy guide is thus given as to the necessity of bleeding.

If febrile symptoms appear, the same step may be taken, but not to the same extent. The symptoms of fever are not characteristic of pain, though the breathing is often affected. In a febrile affection, the horse is languid, his coat loses its even, glossy appearance, and becomes what the grooms call "staring;" the legs and feet are cold, and the appetite is gone; the bowels are usually confined, and the general look of the horse is rather what one would describe as miserable, than restless and uneasy. In such cases I should recommend frequent, but not copious bleeding, and the bowels should be opened by purgative medicine: two drachms of aloes is a sufficient dose, to be repeated every ten or twelve hours, and if they fail to operate, a glyster would probably prove of service: the stable should be cool, and the horse kept warm by extra clothing. His legs should be well rubbed, and bandaged with flannel rollers.

Whenever the severe symptoms, whether of inflammation or fever, are subdued, anxious attention should be given to the horse's diet. Gruel and bran mashes will keep the bowels slightly relaxed, and should be continued till he shows signs of returning appetite; but some time should be suffered to elapse before he is indulged with his usual food.

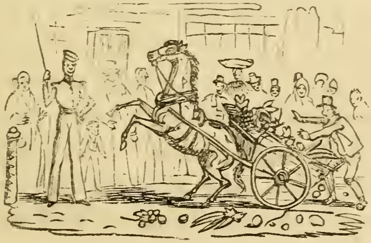
It is no uncommon thing for the owner to abandon the case as hopeless, when he sees his horse spontaneously lying down. I believe this to be a great mistake: a horse, in great pain, will lie down and roll himself about; but I have often heard it remarked by very experienced men, that, unless to relieve himself, where the legs or feet are injured, a horse that is ill will continue standing as long as his strength will permit: it is considered a favourable sign if he lies down on the litter, without being compelled by actual debility; and it follows of course, that instead of relaxing exertion, all the remedies should be pursued more actively to save him.

In cases of recent local injury, fomentations, poultices, and local bleeding, are generally serviceable; this is particularly the case in strains of the back sinews or accidents to the foot. It is very important in such cases to watch closely the operations of the country farrier: fomentations, and even poultices are troublesome, and therefore not continued, even if at first adopted; to a recent wound in shoeing, or treading on a nail, Friar's balsam may be usefully applied; but where the wound is severe, this or any stimulant will increase the inflammation to a mischievous extent. The horn (if the wound is in the foot) should be pared away, and the place poulticed. Lameness occurring soon after shoeing should always excite a suspicion that the sensible sole has been pricked, and in such a case it is obviously impolitic to consult the smith by whom the horse was shod. In applying a poultice, it is a common practice to tie it tightly round the foot or leg with strings. This is injurious: a worsted stocking is a very convenient bag, and may easily be kept on by applying another stocking to the other foot, and passing a roller over the withers to connect the two. Any tight ligature round the leg is injudicious, if it can be avoided.

Where any place is galled or swelled by the saddle, or the harness, fomentation is the best of all remedies; should any abscess be formed it should be opened and kept open by a seton, till the matter is entirely discharged. A kick or a bruise should receive the same treatment if the contusion is considerable; and especially in the case of broken knees. In this case a horse is often more blemished by the treatment than by the accident itself. If the joint is much injured, a cure is generally hopeless; it would be more humane as well as more prudent to destroy the animal at once; but if the wound does not affect the joint, (and on this point the farrier alone can give certain information,) it should be carefully and tenderly washed out with a sponge and warm water, and then poulticed for two or three days; after this the inflammation will probably have subsided, and ointment should be applied; not gunpowder and grease: every country blockhead recommends this to promote the growth of the hair; it has no such effect, and on the contrary, it often irritates and retards the cure of the wound. Lard alone, or with a little mixture of alum, will be much better; care, however, should be taken to apply the ointment in the direction of the hair; otherwise, when the cure is effected, the hair will grow in an uneven or inverted form, and will make the blemish more apparent.

In all cases of strains, local bleeding and rest are indispensable; where the back sinews are affected, rest can only be secured by a high-heeled shoe: after all inflammation has disappeared, absolute rest, even for a considerable time, is requisite to a cure: if the part is enlarged, stimulating lotions, such as hartshorn and oil in equal proportions, and even blistering, may be beneficially applied; I have not, however, much faith in any remedy but absolute rest; and even after months of quiet, I have great doubts whether severe strains, accompanied as they often are, by a fracture of some ligament, admit of a permanent cure. In the early stages, an emollient poultice of linseed and bran should be applied to strains of the leg, whatever part of it may be injured, and the horse's diet should be changed. If by this treatment the horse apparently recovers the use of the limb without pain, the high-heeled shoe may be removed, but he should not be put to work for some weeks; he should be turned into a loose box, or a straw yard, and indeed this should be done in every serious case of local injury or internal disease.

These general hints may assist a man in directing, or at least superintending, the care of a sick horse in doubtful hands; but I only offer them as deserving attention in this extreme case, for, varying the proverb a little, when a man is his own farrier, his horse has a fool for his master.



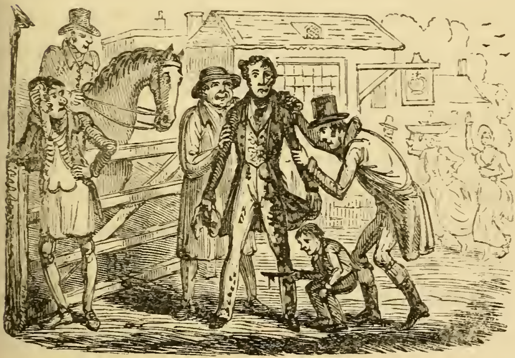
I have only casually adverted to the tricks and vices of horses. They are so frequently occasioned by the tricks and vices of the owner or his groom, that a chapter on humanity and good sense would be most appropriate to the subject. It may be taken as a sound principle that vice may be easily prevented, but rarely can be cured. Rearing, plunging, kicking in the stall, bolting, biting, and all the black catalogue of equestrian vexation, are tricks never forgotten when once acquired. A bold and clever rider will often subdue a restive horse into temporary docility; indeed, when once the mastery of a horse is effectually attained, he will be very cautious of entering into any personal discussion, but he will make up for his self-command the instant a new rider is on his back. The mill or the stage is the only place for such an animal.

I have occasionally met with young gentlemen, (*very* young,) who affect to prefer "a brute with a queer temper," because he will "do most work." These pinafore riders "never find the horse too much for *them*,"—"He goes very quietly with *me!*" a peculiar emphasis being carelessly as it were lent to the pronoun, as if less by way of marking the skill of the rider, than the oddity of the horse. When I hear this, I set it down as of course, that the speaker has never been on horseback a second time in his life, or at all events, never mounted a second horse. It is digressing a little from the subject, but I cannot resist the temptation of mentioning an adventure I had a few years since with a jackanapes of this description. He overtook me one afternoon riding home from the city; he was mounted on a good mare, but with vice legibly written on her face. He was obviously *uncomfortable*, and I advised him to dismount. "O no! never liked a horse better; she is rather queer to be sure, but I am *riding her into order* for a friend who finds her too much for him." I was not his nurse, so I said no more. Presently he dropped his stick; I offered to hold the mare while he recovered it, but I found that he dared not dismount; he could not be assured of reseating himself! I foresaw the catastrophe. No sooner had I given him his cane, than, to show his courage, he applied it to his mare, and away she went like a bullet. To give chase to a runaway horse, is the unkindest service in the world. I followed at my leisure; the youth was going to a dinner party, and I thought the worst that would happen, would be his arriving in time to cook the dinner.

At Islington, an old woman was in modern phraseology, "flaring up" like a fury: an orange-barrow overturned, and oranges scattered to the winds, bespoke the nature of her provocation: she had escaped by miracle. A hundred yards farther a costermonger's cart showed symptoms of unwonted distress—cabbages, carrots, and potatoes strewed the ground, while the owner vented his indignant wrath in cordially wishing my unlucky friend might finish his career in the shades below. Misfortunes thickened as I traced his steps; a mob at Battle-bridge surrounded the toll-collector: a good-natured attempt to close the gate had exposed his limbs to serious risk, though it had not saved his penny; the man was quit for a bloody nose, and a fishwoman for the trouble of washing her soles a second time. I followed in dismay; a quarter of a mile further, two stanhopes going in opposite directions had come in direct collision;

our gentlemen were just recovering their legs, and aping round in bewilderment at the sudden apparition of Tam o' Shanter the second; their horses ad taken fright at the clatter of the mare, and, mulating her good example, bolted too, and net in full career. At Tottenham-court-road the landy's hat had taken leave. I tracked its owner, ike a fox, guided by countless accidents, till I rrived at Paddington, and there, emerging from a ed of savoury *slush*, I found him! He was in ruth well equipped for the hero of a drawing-room!

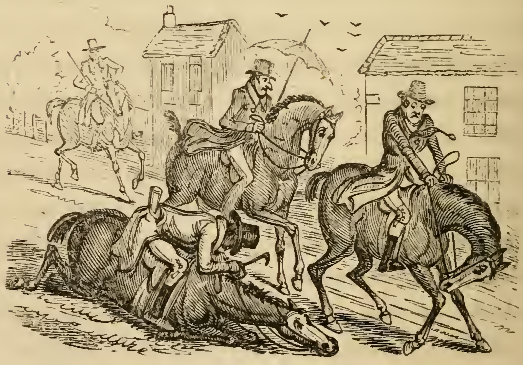
> — "quantum mutatus ab illo
> Hectore."



He had pitched head-foremost into one of those uscious quagmires which heretofore our road makers were wont to accumulate at the road-side. The mud formed a rich pomatum for his curly mop. The pillory could not have worked a more complete metamorphosis. "Carry the gemman to the pump!" was the general cry, and certainly his folly deserved it. I called a coach just in time to save him from friends and foes, for on retracing my route, I encountered orange-women, costermongers, gentlemen, and fish-fags, all in full cry, like a pack of beagles!

There is no effectual cure for a restive horse. I have once or twice succeeded in the case of bolting, but it has only been by a severity of work that I cannot recommend—by urging him to exhaustion. For a time it cures the horse, but it renders him unfit for work, or sale; and when his condition is restored, his vice returns with it: but prevention is easy; the groom should never be allowed to tease his horses. A horse does not understand a jest: tickling or pinching him, worrying him in the stall, sometimes coaxing and then scolding him, dressing him while feeding, pushing or striking him with the fork;—all play of this kind leads to retort, which when it becomes habitual, is incurable vice. But the groom alone is not in fault; many of the minor tricks are taught by the rider.

A horse should be mounted steadily, but romptly; and when mounted, should be allowed walk away quietly for the first hundred yards: nstead of this, nothing is more common than to see man, as soon as his foot is in the stirrup, apply the pur, and check the curb, to show off his horse's pirit. Thus he becomes irritable and impatient he moment he is led out of the stable, and sometimes acquires a habit of rearing and plunging efore the rider is well settled in his seat. Some houghtless blockheads can never pass a carriage, specially if ladies are in it, without the same am-ition of display; hence the animal views an ap-roaching carriage as the forerunner of punishment, nd resists every attempt to pass it. Many who ught to know better, (I have myself been among he number,) challenge every stage they overtake; ager to "give it the go by," they put the horse to is speed, and the horse is taught a foolish and dangerous competition, till his trot breaks into a gallop, t the sound of wheels. In harness, horses frequently acquire the habit of *gibbing*, or swerving rom the direct line, by inattention to the collar; f it galls the shoulder, or presses on the windpipe, as often happens when it has not been made expressly for him, he resists the draught; when punished for resistance, he rears, or kicks; and if he thus vanquishes a timid driver, he will repeat the trick till it becomes habitual. The first repulse at starting, should lead to close examination of the collar; and indeed, it is a useful practice, to see that "all is right" at every journey: unsound reins or traces may lead to serious mischief, with the most quiet team. It is not out of place to notice the injudicious manner of many riders, in managing their bridle on hilly roads. I lived at Hampstead for several years, and had ample opportunity of observing this. It was quite proverbial among us that a man was not free of the road, who had not paid the penalty of three falls. I believe, that during my five years' residence, I was the only daily traveller upon it who could not claim his



freedom. I never had a fall, and yet I rode my horse as freely down the hill, as up it. I attribute my good fortune to my observation of others. I noticed that every rider was accustomed to jog gently down the hill, with a tight rein, and forward inclination of the body; as if he was counting the stones before him, and speculating which was to throw him down. Nothing is better calculated to insure a fall; if a horse's legs are so groggy as to make a tight rein necessary, he should not be ridden at all; he is not safe on the most level ground: but if his legs and feet are sound, he should be allowed his head, and left to his natural pace; the bridle should be firmly in hand, but the mouth need not be worried by constant bearing on the bit. So long as the horse goes freely, he will go safely; he will of his own accord check his speed if he finds it dangerous, unless urged by unusual stimulus of punishment or competition. I have invariably acted on this principle, and found it safe: I think if some of my Hampstead friends were to adopt it too, they would not be obliged to purchase "the freedom of the road" at such a costly price. It is a principle, almost amounting to an axiom, in horsemanship, that the most fearless rider is the safest. I know of no instance in which it so truly applies, as in leaping, or riding down hill. I have witnessed more falls in hunting from checking a horse at his leaps, than from any other cause; and I believe for the same reason that he stumbles in descending a hill, when the bridle is tight in hand.

It is very desirable to inform oneself speedily of any peculiarities in a horse that has been recently purchased. An instance of the awkward predicament in which one may unexpectedly be placed by tricks, partly playful and partly vicious, lately occurred to myself. I was mounted on a very good horse, but of a temper somewhat uncertain. He is well known to my private friends by the name of Caliban. I was proceeding leisurely from the House of Commons just at that period of the day when the street is usually crowded by the members carriages: the result was a complete blockade of the whole way as far as Charing Cross. I threaded the carriages successfully, till I arrived at New Street, when Caliban was startled by the abrupt and hurried approach of a landau, passing two or three yards before us, directly across our course. He immediately retreated at speed, but with *his face to the enemy!* I spurred, I flogged, I kicked him with all my energy, but in vain; the more I spurred, the more resolutely he retrograded! I endeavoured to turn him on either side, but he caught the check of the bit between his teeth, held down his head, and defied me! I would have given my ears for a plunge or a rear, for the eccentricity of the movement made me the laughing stock of the assembled mob: ludicrous misfortune, especially on horseback, has always an indescribable charm for the million; good humour is the only remedy in such a case, and I laughed too, though with little zest for the sport. But my distress approached its climax. Caliban at length planted himself at the carriage door of a drowsky, fixed in the line of carriages, in which were four ladies, heartily enjoying my vexation, if I might judge from a hasty glance at their lovely smiles; but if it was so, Caliban maliciously avenged me. Desperate with shame, and mad with the ridicule of the scene, I fairly buried the rowels in his side. I dare not describe the terrific consequence; *finis coronat opus!* * * * * * One fatal scream announced the catastrophe; and Caliban, satisfied with the mischief he had perpetrated, danced off in the right direction, to the old tune of "the devil *take the hindmost!*" I turned my head—not to laugh, I solemnly declare—but to take off my hat, and apologize. It was, however, past apology; white handkerchiefs were wiping away the falling tears! another look would have been death. I decamped. The mob had new matter for fun, and I escaped unscathed. Let my readers take a lesson to beware of a "horse wot backs," as he was then merrily christened by the laughing bystanders! The lady that principally received the rude salute, was elegantly dressed in green silk!

Before I advert to the very difficult subject of warranty, I think a word or two upon horse auctions would not be out of place. There is something particularly attractive in an auction; though the most deceitful of all markets, the purchaser takes a pleasure in being deceived. It partakes of the excitement of the gaming-house; yet the most sober people speculate in the sale-room without compunction. The possibility that the auctioneer *may* speak the truth, (a bare possibility it must be owned,) the certainty that *if* he does, the purchase is cheaply made, the accidental bargains occasionally realized, though not more than twice in a thousand sales, and above all, the self-increasing stimulus of competition, the jealous fear lest the half-crown more of some less parsimonious bidder should make him the happy man, combine to induce a semi-intoxication of cupidity, that leaves a novice no chance of escape without remorse. Auctions ought to have been put down at the same time with lotteries; at all events, three purchases should qualify a man for Bedlam, without the aid of a commission of lunacy. I never but once bought at an auction without being cheated, and that only happened because the interest sold was of a nature so complicated and unusual, that not a man in the room comprehended its real value.

There is however an essential difference between horse-auctions and all others; it is not only the case, as I have elsewhere observed, that no animals are sent to them but such as it is morally impossible to sell elsewhere, but nineteen out of twenty of the buyers are *biographically* acquainted with the quadrupeds. Though horses of all descriptions are at times sold at every horse-auction in the metropolis, each yard has its peculiar trade. Sporting horses, whether for the field or turf, are the staple commodity at Tattersall's. Machiners, as they are called, that is, post-horses, or stage-horses, are generally found at Dixon's or Robinson's. Morris's, better known as Aldridge's,* is well supplied with tradesmen's hacks; and the Bazaar is usually full of the most miscellaneous collection of gentlemen's chargers, *equally* fit for the saddle or the stanhope, the park or the road! The motley crew who frequent these places are the same at every sale: and the bill of fare varies as little as the guests. "Very superior, well-bred, short-legged, up-standing, fast, young, seasoned horses, the genuine property of a coach-proprietor reducing his stock," or of "a gentleman compelled by ill-health to give up hunting," among which will "assuredly" be found "some excellent buggy-horses, and a few with grand action for a cabriolet," and not a few "equal to sixteen stone, up to any hounds." Such are the prizes; and *all* are warranted sound, quiet in harness, and free from vice. It is a pity that such valuable animals should be so little appreciated; but it is by no means for want of competent judges.

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* This establishment has been lately transferred to Mr. Young of the Bazaar.

The first spectacle that meets the eye of a novice is a collection of lumbering, antiquated, broken-springed, one-horse carts, congregated round the gateway of the yard, guarded by ragged boys, old-harness dealers, saddle-coblers, and stick merchants. Groups of this description extend from the gateway to the next gin-shop; and are a sure indication that a horse-sale is going on in the neighbourhood. You may safely elbow your way through them: the frequenters of the place rarely have enough in their pockets to make it a haunt for common thieves; and if such an interloper dared show himself, he would infallibly be horsewhipped within an inch of his life, for the "credit of the trade." Your danger is far greater than losing pocket-money or handkerchief. I wonder that Hogarth never sketched a horse-auction, but perhaps they were unknown in his days: the characters would be worthy of his pencil:—some collected in a corner, some mounted on the top of a coach on sale, and others lounging near the stand; huddled together in detached bodies of half a score, are seen fellows, such as you might take at random from the next row of hackney coaches. Their dress is as varied as the colour of their carriages, yet with a dash of *esprit de corps*, immediately perceptible to the practised eye. One is equipped in a post-boy's coat, reaching to his ancles, with some half-a-dozen pearl buttons scattered at unequal intervals down the lapels; a whity-brown castor, jauntingly covering one side of the head, with an orange handkerchief transferred from the neck to supply the band, completes the jockey out of place. Another in a long, loose fustian jacket, out at elbows, buttonless and colour-less, overlapping brown corded breeches, that adhere to his person without the aid of braces, by some chemical affinity as yet unknown to philosophy, bears the marks of annual migration from the stable yard to Newgate, and back again to summer quarters at Epsom or Newmarket;—boots, that once had tops, approach within six inches of the knee, disclosing stockings that once were white. A third, of more aspiring pretensions, struts in the cast-off green frock and tight leathers of Sir John's whipper-in; a withered nosegay in his button-hole, and a dusky, tattered belcher round his neck. Patched stable-jackets, rough great coats, and here and there a butcher's or a farrier's apron, denote more or less, the wearer's habitual pursuit; but all are alike marked by certain characteristics of the sporting tribe;—one hand is employed in sounding the emptiness of the coat or breeches pocket, while the other, armed with a whip or small ash switch, sometimes applies it to the owner's boot, or horse's flank, and at others, presses it in profound meditation, against the lips or forehead; a spur of formidable length, adorns *one* heel; and all without exception, have the hat elevated, with a demi-cock, and the two lowest buttons of the coat or waistcoat unbuttoned. Such are your competitors at every horse-sale: now and then a stray gentleman, or one in the garb of a gentleman, may be seen threading his way through the dirty mob; especially at Tattersall's, on the sale of a racing or hunting stud; on these state occasions, they, in fact, constitute the mob. It is some small comfort to find oneself in clean society, but as regards all substantial points, the novice is as safely mixed with the one herd as the other. I must not omit the auctioneer; but description is difficult. Shabby gentility is not the phrase; yet their cut is always "shabby genteel." Were the coat made by Stultz, and the boots by Hoby, there is an indescribable peculiarity in the wear of the habiliments, that marks, not the gentleman, but the tolerated associate of *soi-disant* gentility;—a vulgar would-be equality, recognized on the turf, and scouted elsewhere;—a "one of us" pretension, countenanced at Newmarket, half-acknowledged at Melton, but spurned within the purlieus of St. James's: a salutation of professional familiarity in the field, is no security against a place at the *second* table in Grosvenor Square; and the consciousness of this, gives these indispensable patrons of horseflesh a sort of mock importance, on the strength of which they court the gay, quiz the stranger, and rule the *canaille*. These men, too, have the peculiar traits of their calling;

roguery and humour contend for mastery in their faces. The quick, yet wandering eye, the elevation of one angle of the mouth, not quite neutralized by the depression of the other; the half-raised eyebrow, and slightly protruding tongue, well set off by a gentle inclination of the head to catch a reluctant bidding, stamp the successful horse auctioneer, so that you might recognize him among ten thousand. Add a complexion half bronzed by weather, but glowing with habitual carousing, and the portrait is complete. Wine or spirits will produce the jovial tint, according to the *caste* of his daily customers.

These I have already described; I write only for accidental buyers, and one instance will suffice to put them on their guard.

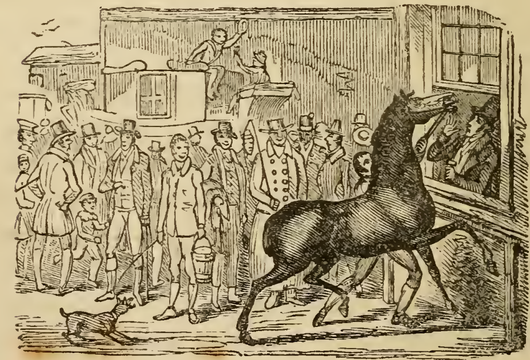
My compassion was much excited the other day in witnessing the fate of a young tradesman, apparently a tailor, who was anxiously examining every horse, and bid for several without success. He knew nothing about the matter, but he was come "to buy a horse," and a horse he would have. A mare of some pretensions as to appearance, was brought to the stand: it was, I think, the sixth or seventh which took his fancy. She might be worth ten pounds; but, determined not to be forestalled this time, he at once offered ten guineas, and set the whole cortege gazing with amazement. They would not let him off so cheaply.

"Ten guineas bid! she is worth fifty to any man; warranted sound, and quiet to drive! Run her down, Bill."

Ere she had returned to the stand, the auctioneer had raised the biddings to fifteen.

"Sound, and quiet in harness; going for fifteen: I'd give forty myself. She's the best horse I've sold to day: warranted sound and quiet—run her down once more, Bill."

Bill laid the whip on well; the knowing ones helped him, and the mare returned in style: a little



more, and her head would have tried its solidity with the auctioneer's.

"Fifteen guineas bid. Sixteen: thank ye, Sir: trust you won't have her for twenty; quiet to drive, carried a lady—Sound, Sir?—There's not a sounder horse in the yard. What do you hold her that way for, blockhead? Run her down again."

She began to show lame, even in standing: but had she fallen on the spot, it would not have saved the poor tailor: he bid twenty guineas without demur, and she was knocked down to him forthwith. A precious pair were standing near me.

"I'll be blest," said one of them, "if that an't the old mare that Jem Spinks used to drive in the four o'clock bus."

"No, sure not! *she* warn't blind! only a little groggy before."

"She warn't groggy, by no means: very queer about the eyes, but Jem sold her because she kicked the splinter bar in two."

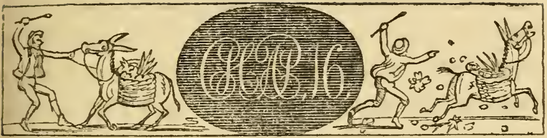
Blind, lame, and vicious! I thought it an act of common charity to tell the purchaser. He received the news with horror; found no warranty in his receipt, and resold the brute ere he left the yard, for five pounds, twelve shillings, and sixpence!

Public sales are dangerous places for sellers as well as buyers. A learned barrister, well known in the literary world for his critical acumen, sent his horse to the Bazaar for sale by auction. Being well aware of the tricks of such markets, and distrustful of the honesty of any puffing agent, he attended the sale himself, and carefully noted the number of his lot in his pocket-book. He felt not a little pleased at the horse's spirited entrée when ushered up the ride, and still more gratified at the auctioneer's ingenuity in painting his merits, though utterly at a loss to guess where the deuce he had learnt them. He had purchased the animal a week before for forty guineas, and hitherto had not discovered a single redeeming quality to compensate for fifty faults. The biddings were slack, however, malgré the auctioneer. Five pounds—five pounds ten—six pounds—reluctantly dropped at long intervals. "This will never do," thought the learned gentleman, and by way of stimulating competition, he jumped at once to thirty guineas. The knowing ones stared, and promptly took the hint: in less than a minute the lot was knocked down to the novice himself at fifty guineas. He regretted outstanding his market, but consoled himself with the comfortable reflection that at least he had learnt his horse's value, and had not been taken in by the dealer.

"By your leave—make way there—stand aside gen'l'm'n"—and two or three rough salutations of sticks, whips, and voices, warned him of the rapid approach of the next lot. The learned counsel awoke from his reverie—rubbed his eyes—adjusted his glasses—gaped, and stared, and gaped again at the new comer with petrifying suspicion. He turned with fumbling agitation to his pocket-book, and found that, mistaking the lot, he had puffed and purchased his neighbour's horse ! ! ! Having two worthless animals thus unexpectedly thrown upon his hands, he ventured on no more puffing, but allowed his own to go at its just value, which proved exactly enough to buy him a new wig for the circuit.

I have been let into the secret by one of the frequenters of these places. I have no reason whatever to distrust his information. As in commission stables, it is rarely the case that a horse enters the yard unknown to the jobbers about it; and should it so happen, a friendly glass with the under ostler, or helper, will secure them full information ; of course its value is at once known to a shilling. Should it suit any of the fraternity, he will be allowed to buy it somewhat under the mark—but a stranger must smart for his intrusion; unless known to be connected with the trade, the price is run up, without much hazard of loss to the jobbers. They buy, perhaps, a score of horses at the sale, and when taken away, each selects those which happen to be most suitable to his wants, and the aggregate price of the lot is equitably divided among them, according to their own estimate of their value. Thus, had the poor tailor been led to suspect his mare's blindness, by her running full tilt against the stand, and then given up his biddings, the jobber who would have bought her at the next lowest bidding of nineteen guineas, would have had half the price distributed among six or eight of his brother dealers, when afterwards settling the average of their respective purchases. The impossibility of buying fairly, in the teeth of such combination, is obvious; nor would it much mend the matter, to employ one of these men as an agent: the chances are twenty to one that *his* opinion of a good horse would be far less fastidious than yours; and to secure his fee, he would assuredly recommend some one in the sale: were it otherwise, he would run no better chance than a stranger, if his object were discovered, and to conceal it would be difficult.

Whether at a horse sale, or any other, set it down as a maxim, that an auctioneer *cannot* do otherwise than lie: " 'Tis my vocation, Hal."



Next to buying a good horse, there are few things more difficult than buying good law; but the greatest problem with which a plain man can puzzle his brains is to make law, whether good, bad, or indifferent, intelligible to an every-day reader. I have spent more time on the consideration of this chapter than of all the rest of my work put together; and though a lawyer by profession, and a jockey by taste, I confess that I entertain great doubts whether, even if I understand myself, I shall make myself intelligible to others: however, it is bad policy to be craning over the hedge before you leap, so "have at it!"

Of course, there are many points in which horse-dealing does not differ from any other buying and selling transaction; it is governed by the same general rules as all trade in goods and chattels; and some of the cases to which I hereafter refer are only quoted to illustrate the principles on which these rules are founded. But with a view to systematic arrangement of the subject, I shall take it up from its natural beginning, and consider very briefly the origin of these rules: they are essentially founded upon an act of 29 Char. II. cap. 3, usually called the Statute of Frauds. By the 17th section of this act, it is provided that no contract for the sale of any goods for the price of £10 or upwards, shall be good, except the buyer shall accept and actually receive part of the goods so sold, or give something in earnest to bind the bargain, or in part payment, or except some note or memorandum in writing shall be made and signed by the parties to the contract, or their agents, lawfully authorised. By another act, the 9th Geo. IV. cap. 14, the enactments of the last statute are extended to all contracts for the sale of goods of the same value, although the delivery of them may be intended to be made at a future time, or although the goods may not at the time of the contract be actually made or fit for delivery. It is clear that the cases likely to arise upon these statutes, will turn principally upon what a delivery of goods consists in, what amounts to an earnest or part payment, and what will constitute a memorandum made and signed by the parties or their agents.

The question of delivery is the one which most usually arises in horse-dealing transactions; and I should define a delivery to be, any act whereby the subsequent power of disposition over the horse is transferred to the purchaser.

It is clear that a delivery may be either actual or constructive: an actual delivery is a *bonâ fide* transfer of the property from hand to hand; as where the purchaser receives the horse by his halter, and leads him out of the seller's stable to his own. But constructive delivery is by no means equally intelligible; the purchaser may have no stable, or it may not be convenient to him to remove the horse at the time when the contract is made, and in the majority of instances, it is usual to leave the horse till a servant can be sent to fetch it: in such cases the question arises whether a delivery has been actually made; and several decisions upon the subject are to be found in our Reports: the first to which I shall refer, is the case of Elmore *v.* Stone, 1 Taunton, 458; here the seller removed the horses which he sold from his sale stable to his livery stable; but in this and in nearly every other instance I shall briefly quote the case, as I conclude that few of my readers will have a law library at hand, and it may be convenient even to those who have.

Elmore *v.* Stone, 1 Taunton, 458.—"If a man bargains for the purchase of goods, and desires the vendor to keep them in his possession for an especial purpose for the vendee, and the vendor accepts the order, this is a sufficient delivery of the goods within the statute of frauds. It is no objection to a constructive delivery of goods, that it is made by words, parcel of the parole contract of sale."

The plaintiff kept a livery stable, and dealt in horses. He demanded 180 guineas for two, which the defendant refused in the first instance to give, offering a lower price. The offer being rejected, the defendant sent word that "the horses were his, but that as he had neither servant nor stable, the plaintiff must keep them at livery for him." The plaintiff upon this removed them out of his sale stable into another, and upon his afterwards bringing an action for the price, the defendant set up the statute of frauds, and contended that the contract was not binding. Mansfield, C. J. assimilated the case to that of goods at a wharf or in a warehouse, where the usual practice is to deliver the key of the warehouse, or a note, to the wharfinger, who makes a new entry of the goods in the name of the vendee. After the defendant had said that the horses must stand at livery, and the plaintiff had accepted the order, it made no difference whether they stood at livery in the vendor's stable, or whether they had been taken away and put in some other stable.

It is clear from this case, that the buyer was acknowledged to possess the power of disposition, and the horses, by their removal into the livery stable, were intended to be subject to his order and control; this therefore, was a delivery, although the seller did not in point of fact give up the actual possession of the goods sold.

The next case to which I shall refer, will appear to an unprofessional reader to be somewhat inconsistent with the former; but, on the contrary, the authority of Elmore *v.* Stone, is expressly recognized. The difference between the two cases is fine, but may be collected from the observations of the Chief Justice about to be cited.

1 Dowling and Ryland, 515, Carter *v.* Touissant. —" Plaintiff sold a horse to the defendant at the price of £30 by parole agreement; the horse to be fired, and remain in plaintiff's possession until fit to be sent to grass; at the end of twenty-two days the horse was, by defendant's direction, taken to graze at Kimpton park, and there entered in the plaintiff's name: it was held that there was no delivery to, or acceptance of the horse by the defendant, to satisfy the 17th section of the statute of frauds."

In this case, the defendant went so far as to see the horse fired, and expressed his approbation of what had been done; he also called several times to look at the horse, while it remained in the plaintiff's stables. The case of Elmore *v.* Stone was quoted, and it was observed by C. J. Abbott, that the custody was of the same kind as in this case; but that, in consequence of Elmore having consented to put the horse in another stable, and to keep it there at the defendant's charge, he had *changed the character in which he originally held the horse*, and instead of holding him as his own, held him for the defendant as his livery stable keeper.

The exercise of ownership over the property sold, by reselling a part of it, and the acquiescence of the seller in the subsequent removal of the part sold from his premises, also appear to amount to a constructive delivery; the following case will illustrate this position:

Chaplin *v.* Rogers. 1 East 192.—"After a bargain and sale of a stack of hay between the parties on the spot, evidence that the purchaser actually sold part of it to another person, by whom, though against the purchaser's approbation, it was taken away, is sufficient to warrant a jury in finding a delivery to and acceptance by the purchaser, thereby taking the case out of the statute of frauds."

In this case two months elapsed, during which the hay remained in the plaintiff's yard. Lord Kenyon observed, "Where goods are ponderous, and incapable, as here, of being handed over from one to another, there need not be an actual delivery, but it may be done by that which is tantamount, such as the delivery of the key of a warehouse in which the goods are lodged, or by delivery of other *indicia* of property; now here the defendant dealt with this commodity afterwards as if it were in his actual possession, for he sold part of it to another person."

The strictness with which the courts treat the question of delivery may be gathered from the following case:

Hodgson *v.* Le Bret, 1 Campbell, 233.—"If the purchaser of goods, at the time of sale, write his name upon a particular article, with intent to denote that he has purchased it, and to appropriate it to his own use, this is enough to take the sale, as to the article written upon, out of the statute of frauds; but not as to other articles bought at the same time."

It should be observed here that the articles were at separate prices; and I infer from this that each purchase was viewed as a separate transaction: the report of the case confirms this inference; if therefore a seller sells the horse and all his furniture *for one sum*, and delivers the bridle, or saddle, or even the halter, though he retains the horse, this would be a delivery within the statute: or to put a more common case; if the purchaser were even to exchange the saddle on his own horse, and ride away upon the saddle which he had purchased as a part of the furniture of his new horse, it would fall within the principle, and be an actual delivery, although he left his own saddle behind him. But if, on the other hand, the horse had been sold for £50, and the furniture had been *separately* sold for 50*s*., this would not be one entire contract, and consequently the delivery of the saddle would not be a constructive delivery of the horse, and the bargain for the latter would be void, under the statute. In connexion with the case of Hodgson *v.* Le Bret, the following also deserves notice, as showing that the distinctions on the subject of putting a written mark on the article purchased, are rather nice:

In Baldey *v.* Parker, 3 D. and R., 220.—" Where a person entered a tradesman's shop, and selected various articles, some of which he marked with a pencil, and others were cut from piece goods and laid aside for him, (the whole amounting to more than £10,) and desired them to be sent home, and when sent he refused to take them, held first that the contract was joint, and second, that there was no acceptance to take the case out of the statute of frauds. The case of Hodgson *v.* Le Bret was cited, but no observation was made on it by the court; and the tenor of C. J. Abbott's observations was, that there must be an actual transfer and handing over of the thing from the seller to the buyer, and a taking possession on the part of the latter. The former case of Hodgson *v.* Le Bret seems to be distinguished from this case, by the fact of *the name* having there been written by the purchaser on the goods set apart for him. Here, though a mark was made, the name was not written, and it was specially noticed by the court.

With respect to the sufficiency of a delivery of part, to take the case out of the statute, there is another case which ought to be noticed in connexion with Hodgson *v.* Le Bret. It is the case of Thompson *v.* Macirone, 4 D. and R., 619. "Where goods to the value of £144 were made pursuant to order, but continued by desire of the vendee upon the premises of the vendor, excepting a part to the value of £2. 10*s.*, which the former took away; held that there was no delivery and acceptance of the goods, within the meaning of the 17th section of the statute.

Here however, I collect that the bargain was not one and entire, but for the part removed as distinct and separate from the bulk.

The *acceptance* of goods by the buyer must be clear and unequivocal; and a *constructive acceptance* will not be sufficient, (See Nicholle *v.* Plume, 1 Carrington and Payne, 272.) And in another case of Tempest *v.* Fitzgerald, 3 Barnewell and Alderson, 680, the necessity of a clear acceptance seems yet more decidedly laid down. A agreed to purchase a horse from B for ready money, and to fetch him away on a given day. Two days before that day A rode the horse, and gave directions as to his exercise and future treatment; but requested that he might remain in B's possession for a further time, at the expiration of which he promised to fetch him away and pay the price; the horse died before A paid the price, or took him away; it was held that there was no *acceptance* of the horse, so as to make the bargain executed within the meaning of the statute.

A delivery to a party named by the purchaser is a delivery within the statute; and so is a delivery, without special directions, to a carrier where the purchaser has been in the habit of receiving goods from the vendor by a similar conveyance, vide Hart *v.* Sattley, 3 Campbell, 528; and it would appear from Dutton *v.* Solomonson, 3 Bosanquet and Puller, 582, that a delivery of goods on behalf of the vendee, to a carrier not named by the vendee, is a good delivery. I apprehend that this is about as much law upon the question of delivery as my readers will desire, or as I may venture upon without hazarding the safety of my book.

On the second ordinary question of dispute, the payment of earnest money, or part payment of the price, there is little to be said; even lawyers can scarcely make their ingenuity avail them, to raise a *constructive* payment of money,—the payment of earnest must be *bonâ fide;* as where a person passed a shilling over the hand of the vendor, and returned it into his own pocket, it was held not to be a payment of earnest within the statute; *vide* Blenkinsop *v.* Clayton, 7 Taunton, 597: a doubt however, has been raised, what must be the proportion of money paid to make it "earnest" within the meaning of the statute.

There is an essential difference between payment of "earnest," and part performance: in the case of a contract for *land*, the statute of frauds does not provide that payment of "earnest" shall save the contract; but part performance of the bargain will have that effect. In the case of *goods*, the payment of "earnest" is expressly excepted by the statute: and the meaning of "earnest" would seem to be any payment that proved the parties to be sincere, or earnest, in the purpose of dealing. If this definition be correct, it seems to follow that the payment ought to be substantial, even when intended for "earnest:" the common opinion undoubtedly is that any payment, however small, is sufficient: should the question however be fairly raised on any future occasion, I think it would be decided that a payment so small as to be illusory, is not sufficient. But I apprehend it to be a question of fact for a jury, rather than of law: and that it would be the duty of the jury to say whether the payment was made, whatever might be its amount, with a *bonâ fide* intention to bind the contract. I can put a case of very probable occurrence to illustrate the practical importance of this question of "earnest." Suppose that A should buy a horse from the groom of B, for £50, and pay a shilling to bind the bargain. The groom, to a certainty, would expend the shilling on gin, regarding it as part of his fee, or "reglars," as they call it: the man consequently gets drunk on his way home, and when the animal is sent for in the evening, his knees are broken. On whom does the loss fall?

This would turn upon the question whether the shilling was "earnest," paid to bind the bargain.

Although I have pointed out the important distinction between contracts relating to land, and those relating to goods, yet, as the doctrine relating to the former has an important bearing on the latter, so far as the subject of part delivery or part payment is concerned, I will refer my readers to the names of some cases, in which the doctrine of part performance as to land was argued; especially as the opinions of the courts seem to have been 'divided on the subject. *Vide* Main *v.* Melbourne, 4 Vesey, 720; Lord Fingall *v.* Ross, 2 Equity Abridgment, 46; Leak *v.* Morrice, 2 Chancery cases, 135; Clinan *v.* Cooke, 1 Scholes and Lefroy, 40; and Watt *v.* Evans, before Lord Lyndhurst, at the Exchequer Sittings, after Trinity term, 1834, in which all these cases are referred to.

The third question which I mentioned as of common occurrence under the statute, is whether a note or memorandum in writing has been signed by the parties or their authorized agents. This question usually arises out of the careless manner in which all *occasional* transactions of buying and selling are recorded. It may be laid down as a general rule, that if the substance of the contract, that is, the price given, the article sold, and the names of the buyer and seller, are stated upon paper, this will amount to a memorandum within the statute; it is not necessary that the bargain should be detailed in all its minor and concomitant circumstances, nor that the signature should be formally attached to any particular part of the memorandum; nor even that it should be written, instead of printed on the bill of parcels, if there is any evidence to show a recognition of the printed form. The leading cases upon which I rely, upon these points, are, Egerton *v.* Matthews, 6 East, 307; Champion *v.* Plummer, 1 Bosanquet and Puller, 254; Schnieder *v.* Norris, 2 Maule and Selwyn, 286; and Elmore *v.* Kingscote, 8 D. and R., 343. I do not extract these cases, because, excepting the last, they have no immediate reference to the subject of horse-dealing: the memorandum must be signed, either by the parties, or by their agents lawfully authorized; an auctioneer is a lawfully authorized agent of both parties, but the memorandum which he makes of the sale must be a sufficient memorandum, answering the description which I have already given. It is not necessary that the agent should possess an authority in writing; it is quite sufficient if his authority to act is sustained by the circumstances in which he is placed, or the verbal instructions given to him by his principal. The nature of an agent's authority, and the manner in which he may be constituted, will appear more fully hereafter, when I advert to the subject of warranty.

On all these points, it will be prudent to refer to the case of Coles *v.* Trecothick, 9 Vesey, 234; where a very laboured judgment has been given by Lord Eldon, upon the construction of the statute of frauds, in reference to the agency of an auctioneer, and generally to the authority of an agent to sign a memorandum within the statute: Coles *v.* Trecothick is considered a leading case.

There is only one topic remaining connected with the original making of the contract, to which I propose to allude.

It is much to be regretted that in the case of horse-dealing, more perhaps than in any other of the ordinary transactions of life, the decorum of the sabbath is violated; and I must acknowledge with sorrow, that I have too often had occasion personally to witness this fact. The purchase of a horse is as often considered a matter of amusement, as one of business; and Sunday being an idle day, when young men are generally on the look-out for amusement, a lounge in a dealer's stables is a common resource: this may be noticed particularly at Tattersall's; the horses, it is true, are not shown upon that day, not even in the stables, till after divine service; but about two or three o'clock the stables are frequented by a great many people with a view to prepare themselves for the auction on Monday. In a minor degree, the same custom obtains in the dealer's yard, especially at the west end of the town; and no doubt many bargains are made on these occasions. If it were for no other object than to check a system which is justly offensive to public feeling, I should quote the following case, from which it appears as well that a sale of goods by a dealer in the ordinary course of trade, is void if made upon a Sunday, as that it is valid if made by private individuals out of their ordinary course of business.

1 Taunton, 131, Drury *v.* De Fontaine.—"A sale of goods not made in the exercise of the ordinary calling of the vendor or his agent, is not void at common law, or by the statute 29 Char. II. cap. 7."

The plaintiff, a banker, sent his horse to Hull's commission and auction stables for sale: the defendant called on a Sunday, and having tried the horse for an hour, requested leave to show it to one M'Kenzie. Leave was given, on condition of bringing back either the horse or £100 by two o'clock: if not returned by that hour, the horse should be the defendant's. It was not returned till eight, when Hull refused to receive it: the question for argument was, whether the sale was void, being made on Sunday. Mansfield, C. J., "The bargaining for, and selling horses on a Sunday is certainly a very indecent thing, and what no religious person would do: but we cannot discover that the law has gone so far as to say, that every contract made on a Sunday shall be void, although under these penal statutes, if any man in the exercise of his ordinary calling should make a contract on the Sunday, that contract would be void. The horse was not sent to Hull for the purpose of private sale, but to be sold by auction; therefore Hull did not sell this horse, properly speaking, as a horse-dealer. The sale of horses by private contract was not Drury's ordinary calling, nor was it Hull's."

In Fennel *v.* Ridler, 8 D. and R. 204, it was decided that the statute 29 Char. II. cap. 7, forbidding the exercise of ordinary callings on Sunday, applies to private as well as to public contract; and therefore, that a horsedealer cannot maintain an action upon a private contract for the sale and warranty of a horse, if made on a Sunday; it was held however, in an earlier case, of Bloxsome *v.* Williams, 5 D. and R. 82, that in an action on the warranty of a horse, the defendant could not be allowed to set up in answer thereto, that he was a horse-dealer, and sold the horse on a Sunday, contrary to the provisions of the statute, for of course a man cannot set up his own wrong doing, as a defence in a court of law : but in this case it is to be noticed that the buyer was not aware of the profession of the dealer.

It must be borne in mind, that although the contract may be void by reason of its being made on a Sunday, yet if a purchaser makes a subsequent promise to pay, the value of the horse may be recovered, not upon the original contract, but on the subsequent undertaking: Williams *v.* Paul, 4 M. and P. 532.

Another general rule of law is, that no title can be made to stolen property, and that no contract is valid, founded upon fraud.

In Lofft's Reports, 601, it is decided that trover will not lie for goods which upon the facts proved, appeared to have been feloniously taken; and in Grimson *v.* Woodfall, 2 Carrington and Payne, page 41, it was further decided, that if a party has good reason to believe that his goods have been stolen, he cannot maintain trover against the person who bought them of the supposed thief, unless he has done every thing in his power to bring the thief to justice; but these cases do not take away the loser's right to obtain restitution of his goods; for that right of restitution, where the thief is prosecuted to conviction, is secured by an Act of Parliament, 21 Hen. VIII. cap. 11.

They only affect that right in the absence of a prosecution. By the Act of 7 and 8 Geo. IV. cap. 29, § 57 (commonly called Peel's Act), it is provided, that in the case of offences committed under that act, if the thief or receiver of stolen property shall be indicted and convicted by the owner, the court may order restitution of the property to the owner in a summary manner, except in the case of negotiable instruments *bonâ fide* taken without notice, and for valuable consideration; there is however, an important distinction to be noticed as regards the power of enforcing restitution, even where the thief has been prosecuted to conviction; in such a case, the owner may enforce restitution from any party in whose possession he actually finds the goods ; vide Packer *v.* Gillies, 2 Campbell, 336 (note). And in one case in Noy's Reports, 128, the owner recovered from the defendant the *proceeds* of the stolen goods; but he cannot enforce restitution from a party who has bought the goods in market overt, and resold them before the thief was convicted ; not even though the purchaser had notice of the robbery: this doctrine is laid down, after elaborate argument, in Horwood *v.* Smith, 2 Term Reports, 750.

In a case where goods had been obtained, not by felony but by fraud, and then had been pawned by the swindler, it was held that notwithstanding a prosecution to conviction, and although the owner had recovered possession of his goods, the pawnbroker could recover against him the money which he had lent ; vide Parker *v.* Patrick, 5 Term Reports, 175. In the case of stolen horses, however, there is some difference, occasioned by two statutes which have been expressly made on the subject ; the first of these is the 2 and 3 Philip and Mary, c. 7, which regulates the manner in which horses are to be sold in fairs and markets, and requires a note to be made of all horses so sold ; the other statute is the 31st Elizabeth, cap. 12, which requires that the sellers of horses in fairs and markets shall be known to the toll-taker, or some other who will account for the sale ; which, with the price, is to be entered in the toll-book, and a note given to the buyer, otherwise the contract is void ; and by the 4th section of this act, notwithstanding the previous directions shall have been duly observed, the owner's property in the horse is not divested for six months after the sale, and he may recover it by the order of a magistrate upon payment to the purchaser of so much money as he *bonâ fide* gave at the fair. Thus stolen horses may be recovered even after a sale in market overt, and that by a summary process before a magistrate, and they so far differ from other stolen goods. It is right to be a little more specific in explaining the regulations which the statute requires to be observed. First, the horse must be exposed openly in the place used for sales for one whole hour, between ten in the morning and sunset, and afterwards brought by both vendor and vendee to the book-keeper of the fair or market: secondly, toll must be paid, if any due, and if not, one penny to the book-keeper, who shall enter the price, colour, and marks of the horse, with the names, additions, and abode of the vendor and vendee: and if the vendor is not known to the book-keeper, the vendor shall bring one credible witness to avouch his knowledge of the vendor, whose name in like manner is to be entered.

If the horse is stolen, the owner must make his claim within six months, and must prove his property and tender the price paid, within forty days from making the claim.

Not many cases appear to have arisen upon the construction of this act, but there is one, Josephs *v.* Adkins, 2 Starkie, 76, which deserves mention.

It was here decided by Lord Ellenborough, that "a magistrate has no power under the statute of Elizabeth, to cause a stolen horse to be re-delivered to the owner, unless proof of the actual theft be first given; and also, that although a constable may be armed with a warrant against the thief, he is not justified in taking the horse out of the possession of another party, who had *bonâ fide* purchased him from the thief."

We have now to consider the important subject of warranty.

Warranty is of two kinds, express or implied. On the bargain and sale of goods, the general maxim is *caveat emptor:* that is, the law will not hold the seller answerable for the goodness or soundness of the article sold, unless he *expressly* warrants it to be good or sound. And by the general rule, such warranty cannot be *implied* from the mere circumstances under which the sale took place; such as the amount of the price paid, &c. There are some cases, nevertheless, in which a warranty will be *implied* with respect to the *quality* of the article; and it may be laid down in general, that where an article is asked for, to answer a particular purpose, the seller *impliedly* warrants that it is fit for that purpose; more particularly, if the case be such, that the buyer has not had an opportunity of judging for himself with respect to the sufficiency of the article sold. Thus, in Bluett *v.* Osborne, 1 Starkie, 384; it will be noticed that though fraud formed no part of the case, yet Lord Ellenborough's opinion was decidedly expressed, and in the ensuing term, the court refused a rule *nisi* for a new trial.

Bluett *v.* Osborne, 1 Starkie, 384.—"A sells to B a bowsprit, which, at the time of sale, appears to be perfectly sound, but which after being used some time, turns out to be rotten: in the absence of fraud, A is entitled to recover from B, what the bowsprit was apparently worth at the time of delivery."

Lord Ellenborough:—"A person who sells impliedly warrants, that the thing sold shall answer the purpose for which it is sold. In this case, the bowsprit was apparently good, and the plaintiff had an opportunity of inspecting it; no fraud is complained of, but the bowsprit turned out to be defective on cutting it up: I think the defendant is liable, on account of the subsequent failure. In the case cited, what the plaintiff deserved was the value of the building; what he deserves here, is the apparent value of the article at the time of delivery."

It is right, however, to collate this case with a previous decision of the same judge, in the case of Fleming *v.* Simpson, which will be found in a note 1 Camp. 40, though the cases are clearly distinguishable.

I will further illustrate this principle, by a simple case. If a man applies to a dealer for a horse to draw his carriage, and the dealer sells him a horse unused to harness, and consequently unsafe, the dealer is liable for the breach of his implied warranty, and for all damages sustained in consequence; hence the purchaser might not only recover back the price which he had paid, but compensation for any injury done by the horse to his carriage, or his person.

But this kind of implied engagement relates to the fitness of the article for its purpose, rather than its goodness or soundness. Besides, it is not often practicable to give satisfactory evidence of the exact intercourse between the parties on the sale of the goods, especially in the case of horses; hence, a purchaser is generally unwilling to be satisfied with an implied engagement, depending on the vendor's knowledge of the purpose for which the animal is required. He therefore exacts an express undertaking as to the quality of soundness, and such an undertaking is called a warranty.

Though the word "warranty" applies to such undertakings in all cases, it is a phrase most commonly used in horse-dealing transactions.

It is clearly established, more particularly in the case of horses, that a warranty of soundness cannot be *implied*, but that, in order to make the seller liable for unsoundness, he must have given an express warranty. It is, however, to be observed, that if the seller makes any representation as to the horse, (though it be not intended as a warranty,) and that representation be false, he is liable in damages for the fraud; and the buyer is not bound to keep the horse, the contract being void, *ab initio*, for the fraud: but the seller is liable in these cases only; and therefore my readers will collect, that in buying a horse, they ought to take an express warranty of soundness, or they will otherwise be without remedy if the horse proves unsound, unless they can prove representations fraudulently made; and the same remarks apply to age, freedom from vice, &c., and generally to all the horse's qualities.

I propose to classify the cases to which I shall refer under the three heads that I have mentioned, Implied Warranty—Fraudulent Representation—and Express Warranty. Some of them however, will be perceived to have an indirect bearing upon either subject; and some will appear a little conflicting with each other. My object being to mention *every* case* that I can find connected with the subject of horse-dealing, I think it better to omit none, even at the hazard of involving my readers in some uncertainty as to the result. My own opinion I have already given, and it has been formed on an attentive perusal of the whole.

On the subject of *implied* warranty, the first case to which I shall refer is the case of Hern *v.* Nicholls, 1 Salk. 289, where an action was brought on the sale of silk, which was sold as silk of a particular sort, which it was not; though the deceit was not practised by the defendant, but by his factor abroad, the court held him responsible for the deceit of his factor. In 6 Taunt. 108, Laing *v.* Fidgeon, the court held that "in every contract for the supply of manufactured goods, there is an implied term that the goods shall be of *merchantable* character."

In Gardiner *v.* Gray, 4 Camp. 144, the plaintiff had purchased twelve bags of "waste silk:" when delivered they appeared to be of such inferior quality that they were not saleable as waste silk. Lord Ellenborough held that the purchaser had a right to expect a saleable article, answering the description in the contract; and that without any particular warranty, it is an implied term in every such contract. "Where there is no opportunity of inspecting the commodity, the rule of *caveat emptor* does not apply. He cannot without a warranty, insist that it shall be of any particular quality of fineness; but the intention of both parties must be taken to be, that it shall be saleable in the market under the denomination mentioned in the contract."

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* Some of my sporting friends who have been parties to actions at law in horse-dealing transactions, have expressed to me their surprise at not finding any allusion to their cases; but they must understand that no cases are reported in our law books unless they involve some legal question. When, therefore, I speak of mentioning *every* case, I of course only mean every case which governs the law of the subject.

In Bridge *v.* Wain, 1 Starkie, 504, Lord Ellenborough ruled, that "if goods were sold by the name of 'scarlet cuttings,' and so described in the invoice, an undertaking that they were so must be inferred; but to satisfy an allegation that they were warranted to be of any particular quality, proof must be given of such a warranty; however, a warranty is implied *that they were that for which they were sold.*"

In Shepherd *v.* Kain, 5 B. and A. 240, a ship had been sold which was described in the advertisement for the sale, as "a copper-fastened vessel:" the advertisement also stated, "The vessel with her stores, as she now lies, to be taken with all her faults, without allowance for any defects whatsoever." The plaintiff had full opportunity of examining her; but after his purchase it turned out that she was not copper-fastened. The court held that the action lay, and that the terms, "with all faults," must mean with all faults which the vessel might have *consistently with being the thing described.*

In Fletcher *v.* Bowsher, 2 Starkie, 561, the ship was also to be taken with all faults; but the vendor had represented her to be a year younger than she was, and was held liable for the deceit. I quote the case principally for a dictum of Chief Justice Abbott, "A person ought either to be silent or to speak the truth; and in case he spoke at all, was bound to disclose the real fact."

In all these cases the doctrine of implied warranty seems to be very intelligibly laid down; but in the case which I am about to quote, relating to a sale of copper in sheets, and which, it is much to be regretted, does not appear to have been solemnly argued, although the same principle of warranty by implication is partially confirmed as respects other articles of trade, it is left uncertain as respects the horse.

Gray *v.* Cox, 1 C. and P., 184.—"If a commodity, having a fixed value, is sold for a particular purpose, and it turns out unfit, an action lies, though there has been no warranty."

Abbott, C. J. on the trial: "I think at present it is not a case for a nonsuit. My direction to the jury will be on the case as it now stands, that where a commodity having a fixed price or value, which distinguishes this from the case of a sale of a horse, which has no fixed value,—where, I say, such commodity is sold for a particular purpose, it must be understood that it is to be reasonably fit and proper for that purpose; and when I say, reasonably fit and proper, I mean that a few defective sheets will not show that it is not fit and proper." The verdict was for the plaintiff, and a rule *nisi* was obtained for a new trial. On the argument Mr. Justice Littledale observed, that "the case of Chandelor *v.* Lopus (hereafter quoted) went much too far." The case was reserved for further argument; but I cannot find that the argument was ever resumed. I apprehend the meaning of a horse wanting a "fixed value," simply to be that its value is arbitrary, and not fixed by any given standard.

In Prosser *v.* Hooper, 1 Moore, 106, "The plaintiff bought saffron of an inferior quality, which, having kept six months and sold part, he then objected that the article was not saffron. Held in an action, for a breach of warranty, that from the length of time and the inferior price given, it was such an article as the plaintiff intended to purchase."

The warranty was merely that the sale-note called the article sold by the name of "saffron." *Vide* also Jones *v.* Bright, 3 M. and P. 155.

This case of Prosser *v.* Hooper, may perhaps have given rise to the erroneous but common opinion hereafter mentioned, that a low price necessarily implies that no warranty is given.

I shall quote a few more cases which, while they sustain the doctrine of implied warranty, explain the nature of the liability incurred by fraudulent representation, being the second division of my subject.

In Mellish *v.* Motten, Peake Cas. 156, "The seller of a ship is bound to disclose to the buyer all latent defects known to him."

The ship was purchased with all faults; on taking out her ballast it was discovered that twenty-two of her futtocks were broken. It was contended that the rule of *caveat emptor* applied.

Lord Kenyon: "There are certain moral duties which philosophers have called duties of imperfect obligation, such as benevolence to the poor, and many others, which courts of law do not enforce. But in contracts of all kinds it is of the highest importance that courts of law should compel the observance of honesty and good faith." "The terms to which the plaintiff acceded, of taking the ship with all faults, and without warranty, must be understood to relate only to those faults which the plaintiff could have discovered, or which the defendants were not acquainted with."

But in Baglehole *v.* Walters, 3 Camp. 154, Lord Ellenborough held that "if a ship be sold with all faults, the seller is not liable to an action in respect of latent defects which he knew of without disclosing at the time of sale, unless he used some artifice to conceal them from the purchaser;" and this case is recognized in Pickering *v.* Dowson, 4 Taunt. 779; also in Dawes *v.* King, 1 Starkie, 75, it is further held, that the deceit of the defendant must be used for the purpose of throwing the plaintiff off his guard.

In Scheider *v.* Heath, 3 Camp. 506, Sir J. Mansfield held that "the vendor could not avail himself of a similar stipulation if he knew of secret defects in her, and used means to prevent the purchaser from discovering them, or made a fraudulent representation of her condition at the time of sale."

In Parkinson *v.* Lee, 2 East, 314, which was an action respecting the sale of hops by sample, Mr. Justice Grose observed, "If an express warranty be given, the seller will be liable for any latent defect, according to the old law concerning warranties. But if there be no such warranty, and the seller sells the thing such as he believes it to be, without fraud, I do not know that the law will imply that he sold it on any other terms than what passed in fact. It is the fault of the buyer that he did not insist on a warranty; and if we were to say that there was, notwithstanding, an implied warranty arising from the conditions of the sale, we should again be opening the controversy which existed before the case in Douglas." Before that time it was a current opinion that a sound price given for a horse was tantamount to a warranty of soundness; but when that came to be sifted, it was found to be so loose and unsatisfactory a ground of decision, that Lord Mansfield rejected it, and said that there must either be an express warranty of soundness, or fraud in the seller, in order to maintain the action; and Mr. J. Lawrence observes, "In 1 Rolls Abridgment, p. 90, it is said, that if a merchant sell cloth to another, *knowing* it to be badly fulled, an action on the case, in nature of deceit, lies against him, because it is a warranty in law. But there is no authority stated to show that the same rule holds, if the commodity sold have a latent defect not known to the seller; so again the case is there put, if a man sell me a horse with a secret malady, without warranting it to be sound, he is not liable; that is, if there be no fraud. The instances are familiar in the case of horses. It is known that they have secret maladies which cannot be discovered by the usual trials and inspection of the horse—therefore the buyer requires a warranty of soundness in order to guard against such latent defects. Then how is this case different from the sale of a horse, where it is admitted that the buyer must stand to all such latent defects?"

There are a few cases in which the doctrine appears to be held that representation simply and without fraud, amounts to warranty. That doctrine is not, however, recognized; but I will quote the authorities in favour of it:—

In the case of Tapp *v.* Lee, 3 Bosanq. and Puller, 367, a doctrine of Lord Kenyon's is quoted, that he did not think the proof of fraud necessary; but was of opinion, that if a man made an assertion without sufficient ground, whereby another was injured, he rendered himself liable to an action.

In Wood *v.* Smith, 4 Carrington and Payne, 45, Mr. Justice Bayley held that "whatever a person represents at the time of a sale is a warranty."

Also in the case of Hellyer *v.* Hawkes, 5 Espinasse, 72, the answer given to the inquiry whether the horse was free from vice, was simply in the affirmative, unattended by circumstances of fraud; yet no question appears to have been raised whether this amounted to a warranty.

On the other hand it is undoubtedly laid down as an established point, in many instances, that fraud is the gist of the action; and this being the state of the law, I must caution my readers that they cannot safely rely upon a remedy on a warranty in the nature of a representation, even where it proves to be a misrepresentation of facts; unless they have it in their power to show that it was made with a knowledge of its falsehood, and consequently falls under the legal definition of fraud; and on this point the authorities are innumerable.

In the case of Chandelor *v.* Lopus, already mentioned, it was decided, that the action of trespass on the case, for selling a jewel, affirming it to be a bezar stone, will not lie where in fact, it is not a bezar stone; unless it be alleged that the defendant *knew* it was not a bezar stone, or that he warranted it was a bezar.

Another case, to the like effect, is that of Roswuel *v.* Vaughan, in Croke, James, 196.

The case of Pasley *v.* Freeman, is the leading case upon this subject; and of the more value, because Mr. Justice Grose differed from his brethren in opinion. It is to be found in 3 Term

Reports, 51; and it will be observed, that it goes so far as to make a third party liable for fraudulent deceit, even though he derives no benefit, and even though there is no collusion between that third party and the vendor.

"A false affirmation made by the defendant, with intent to defraud the plaintiff, whereby the plaintiff receives damage, is the ground of an action upon the case in the nature of deceit. In such an action, it is not necessary that the defendant should be benefited by the deceit, or that he should collude with the person who is."

In vindicating his opinion, Mr. J. Grose says, "Suppose a person present at the sale of a horse, asserts that he was his horse, and that he knows him to be sound and surefooted, when in fact, the horse is neither the one nor the other, according to the principle contended for by the plaintiffs, an action lies against the person present, as well as the seller; and the purchaser has two securities." Mr. Justice Grose put this hypothetical case, to illustrate the unreasonableness of the principle, that a *stranger to a contract* incurred a personal responsibility to a purchaser by a false representation in favour of the seller. The principle, however, was nevertheless adopted by Justices Buller and Ashurst, and by the chief justice, Lord

Kenyon; and I shall quote some of the remarks made by Mr. Justice Buller, because they very clearly and concisely explain the principle of the action for deceit. "I agree," said his lordship, "that an action cannot be supported, for telling a bare, naked lie; but that I define to be, saying a thing which is false, knowing or not knowing it to be so, and without any design to injure, cheat, or deceive another person. Every deceit comprehends a lie; but a deceit is more than a lie, on account of the view with which it is practised: its being coupled with some dealing, and the injury which it is calculated to occasion, and does occasion to another person." His lordship then quotes some reported cases, and proceeds, "These cases then, are so far from being authorities against the present action, that they show, that if there be fraud or deceit, the action will lie; and that knowledge of the falsehood of the thing asserted is fraud and deceit: collusion then, is not necessary to constitute fraud. In the case of a conspiracy, there must be collusion between two or more, to support an indictment; but if one man alone be guilty of an offence, which, if practised by two, would be the subject of an indictment for a conspiracy, he is civilly liable in an action for reparation of damages, at the suit of the person injured."

It is also to be noticed in this case, that the period of time when the warranty is given, is held to be immaterial, if the sale is made on the faith of it. "And if the warranty be made at the time of sale, or before the sale, and the sale is upon the faith of the warranty, I can see no distinction between the cases," says Mr. Justice Buller.

The authority of this case was confirmed in Eyre *v.* Dunsford, 1 East, 318.

The case of Parkinson *v.* Lee, 2 East, 314, already quoted, distinctly confirms the case of Chandelor *v.* Lopus; and puts the action of deceit upon very intelligible ground, especially in the instance of horse-dealing.

Again, in the case of Vernon *v.* Keys, 12 East, 637, Lord Ellenborough remarks: "A seller is unquestionably liable to an action of deceit, if he fraudulently misrepresent the quality of the thing sold to be other than it is, in some particulars which the buyer has not equal means with himself of knowing: or, if he do so in such a manner as to induce the buyer to forbear making the inquiries which, for his own security and advantage, he would otherwise have made."

In 6 Vesey, 174, Evans *v.* Bicknell, Lord Eldon recognises the authority of Pasley *v.* Freeman. After alluding to the case, his lordship remarks,

" It is a very old head of equity, that if a representation is made to another person, going to deal in a matter of interest upon the faith of that representation, the former shall make that representation good, if he knows it to be false."

In a manuscript case of Springwell *v.* Allen, referred to in a note on the case of Williamson *v.* Allison, in 2 East, 448, where an action was brought against Allen, for selling to Springwell the horse of A B, as his own; the plaintiff could not prove that the defendant knew the horse to belong to A B, and was nonsuited. "For the fraud is the gist of the action, *where there is no warranty*; for there the party takes upon himself the knowledge of the title to the horse, and of his qualities."

The following case draws a distinction between representation of facts notoriously beyond the knowledge of the seller, and facts which he cannot but know.

Jewdwine *v.* Slade, 1 Esp. Cas. 572.—An action was brought on the warranty of two pictures bought by the plaintiff, which the defendant had represented as the works of Claude Lorraine and Teniers. Lord Kenyon held that the action was not maintainable unless the defendant knew that the pictures were not the works of those masters; for by a representation of a fact like this of which the defendant could have no certain knowledge, he must be understood as speaking to his belief only.

My readers may also refer to the cases of Budd *v.* Fairmaner, hereafter quoted, and Dunlop *v.* Waugh, Peake's Rep. 167. The last case is as follows:

"If a man, not knowing the age of a horse, but having a written pedigree which he received with him, sell him as a horse of the age stated in the pedigree, at the same time stating he knows nothing of him but what he has learned from the pedigree, he is not liable to an action when it appears that the pedigree is false."

It should be observed that the mark was out of the mouth, and the horse proved to be fourteen.

Lord Kenyon was "clearly of opinion that this was no warranty: the defendant related all he knew of the horse, and did not enter into any express undertaking that the horse was of the age stated in the pedigree, but stated the contents of that pedigree, which the plaintiff relied on."

These cases contain all the law on the subject of fraudulent misrepresentation; but it is necessary, however, for the purchaser to be careful that, if he makes any contract for the purchase of the horse which is reduced to writing, after the negotiation for it is over, there should be introduced into the written contract all representations previously made of the horse's qualities; for if he fails to do this, he will be bound by the written contract; and he will not be at liberty to bring his action for deceit on the verbal representations previously made. The following case is a leading authority upon this point, and it is the more important because it clearly illustrates the real meaning of the legal maxim, *caveat emptor;* but it must be received with reference to the case of Kain *v.* Old, 4 D. and R. 52, which certainly appears to be somewhat at variance with its principle.

4 Taunton, 779, Pickering and Dowson.—"If a representation be made before a sale of the quality of the thing sold, with full opportunity for the purchaser to inspect and examine the truth of the representation, and a contract of sale be afterwards reduced into writing, in which that representation is not embodied, no action for a deceit lies against the vendor, on the ground that the article sold is not answerable to that representation, whether the vendor knew the defects or not."

In delivering his judgment on this case, Mr. Justice Gibbs observes, "I hold that if a man brings me a horse and makes any representation whatever of his quality and soundness, and afterwards we agree, in writing, for the purchase of the horse, that shortens and corrects the representations; and whatever terms are not contained in the contract, do not bind the seller, and must be struck out of the case. In this case, if there had been any fraud, I agree it would not have been done away by the contract: but in this case there is no evidence of any fraud at all: the ship is afterwards conveyed by a bill of sale, that contains no warranty. I thought at the trial, and still think, that the parties were not now at liberty to show any representation made by the seller, unless they could show that by some fraud the defendants prevented the plaintiffs from discovering a fault which they knew to exist."

It may be noticed generally, that although parole evidence is inadmissible to alter or vary a written contract, it may be received in aid of such contract. In the case of Jeffery *v.* Walton, 1 Star. N. P. 267, the contract was for the hire of a gelding for "six weeks at two guineas." The action was brought for damages arising from mismanagement of the horse. The written contract was contained in a pencil memorandum made by the plaintiff, and which he was called upon to produce by the defendant at the trial. The defendant had kept the horse for twelve weeks. He paid twelve guineas into court, as it would seem for the six weeks' hire, according to the written contract. The case, like most law cases, is so briefly reported, that the facts are left in some obscurity; but they are sufficiently explained to get at the point of the decision. The defendant contended that it was a general hiring, under which all liabilities of accident would fall upon the owner of the horse: and that the contract contained in the pencil memorandum proved only a general hiring, and it was not competent to the plaintiff to graft upon it any special condition. Lord Ellenborough however held that "the written agreement merely regulates the time of hiring and the rate of payment, and I shall not allow any evidence to be given by the plaintiff in contradiction of these terms; but I am of opinion that it is competent to the plaintiff to give in evidence suppletory matter in part of the agreement."

But where the agreement is not ambiguous in the terms of it, but expressed in clear and explicit words, it cannot be explained by parole evidence. *Vide* Clifton *v.* Walmesley, 5 T. R. 567. Or to speak more correctly, such an agreement being clear, requires no explanation; and parole evidence would tend to create that ambiguity which it was the very object of the statute of frauds to prevent, in requiring, that contracts should be reduced to writing, to give them validity. To return from this digression on the subject of evidence, it may be inferred from all these cases, that the gist of the action of deceit is a wilful misrepresentation, whereby the purchaser is put off his guard, and induced to make a contract into which he would never have entered with his eyes open; but it must not be inferred that he is at liberty to release himself from a contract on the mere plea that his eyes were not open; they must have been shut by the seller, and not closed by natural infirmity. Every man who goes into the market to buy an article is presumably cognizant of the nature of the article which he wants, as much so as the seller is presumed to understand the article that he sells; he cannot afterwards plead his own ignorance as an excuse for repudiating the contract. Hence, if a man enters the bazaar, or the manufactory, to buy a carriage with mail boxes, and purchases one in which the nave hoop is closed up with an iron plate, as is the case with boxes of that description, he cannot return the carriage because he afterwards discovers that the axle is of the ordinary construction, unless he was expressly told the contrary. So again, if his object is to purchase a new carriage, and he finds that he has bought one recently painted and vamped up, he cannot repudiate the contract, unless he can show that it was sold to him as a new one. Or once more, if he purchases an aged horse, stale and worn-out, he cannot rescind the contract, unless he can prove a false representation that it was young and fresh, or that he asked for a young horse; and even then perhaps, as regarded the freshness of the horse, it would be a matter on which it would be held, that his own judgment ought to be sufficient to guide him.

There are some instances in which the principle of this maxim of *caveat emptor* applies, which are yet more material for the purchaser to understand: if he enters the stable to buy a hunter, a race horse, or a dray horse, he must judge of the suitableness of the animal for his purpose at his own peril; unless, according to the previous doctrine of *implied* warranty, he distinctly and unequivocally avows his object. The ignorance of horse-purchasers is frequently so great, that they assume every animal with four legs and a tail, to be capable of every employment to which horses, as a class, can be applied. This is a great mistake, as I have already shown in my earlier pages; but the mistake is yet more serious, where a purchaser, or a grasping attorney, ventures into a court of law to remedy it.

A purchaser has no remedy in a case like this, unless he can clearly prove on the part of the seller, misrepresentation in the nature of deceit, after an unequivocal explanation of the object for which the horse is wanted. There are yet other and familiar instances, in which the rule of *caveat emptor* applies; a purchaser may honestly avow to the dealer that he wants a hunter, or a gig-horse; according to my doctrine, the dealer is bound to sell him a horse that has been accustomed to hunting, or to draught, at the peril of an action for deceit; but this obligation is easily satisfied. The purchaser may probably suspect, from the size of the horse, or from his sluggishness, or other circumstances, that he is *not* qualified for the intended work; the dealer replies, speaking of course *ex cathedrâ*, "Oh, sir, that is no objection to a horse for the field; many a little horse will top a fence that he cannot put his nose over, or go well in harness, that is sulky in the saddle."

Now observations of this kind amount to nothing more than opinion; and are therefore, however unfounded, no fraudulent misrepresentation, and cannot be made the ground of an action for deceit. If the dealer said that the horse would take a double fence, or would trot in harness twelve miles within the hour, then an action for deceit would lie, if it could be proved that he could not, and never had done either one or the other; yet here again, it would be necessary to prove that the dealer knew these representations to be false; for if he was speaking, not from his own knowledge, but on the authority of a falsehood told to himself by the person from whom he bought the animal, it would not amount to deceit, and an action would not lie *vide* Parkinson *v.* Lee, 2 East, 314.

It is not only the purchaser, to whom these explanations will be useful; dealers may equally learn from them, the infinite importance of a stric adherence to truth, in speaking of the qualities o their goods. Good faith is in law an essentia requisite to the validity of a contract: and although the precaution of requiring a warranty is so obvious and so easy, that courts of law are much inclined to apply the rule of *caveat emptor* agains a purchaser, it by no means follows that they wil look with an indulgent eye upon any misrepresentation made by a seller, if there is apparent indication of a fraudulent purpose. A dealer should lay it down as a maxim quite as important for him to observe, as it is for the purchaser,—that the les he says the better: after naming his price, he may show his horse off to as much advantage as he can; he may make the most of it in every way except by lying; but if in the presence of a witness, he lies upon any material point to enhance the price, and deceive his customer, he exposes himself to litigation that may exceed in costs ten times the value of the bargain.

Although the cases which I have quoted, are amply sufficient to make it perfectly intelligible what is the nature of the action for fraudulent misrepresentation, yet, as my object is to furnish my readers with every authority that I can find upon horse-dealing transactions, I shall add a few other cases that are authorities upon the subject of fraudulent deceit.

Steward *v.* Coesvelt, 1 Carr. and P., 23.—"If a horse is sold with a warranty, any fraud at the time of sale will avoid the sale, though it is not on any point included in the warranty."

The warranty was, that the horse was sound, and free from vice. The defendant resisted the action (which was for the price of the horse), on the ground that the plaintiff had represented the horse to be five years old, and had often been used as a hunter. The horse was more than four, but not five. Mr. Justice Burrough told the jury that if there was fraudulent representation at the time of sale, it invalidated the contract, no matter whether it was a breach of the warranty or not. In a note on this case, it is observed, that the written warranty of a horse does not require an agreement stamp, and had been admitted in evidence although not on a stamp. This point is decided in Skrine *v.* Elmore, 2 Camp. 407.

I have already alluded to the next case, but the authority of Mr. Justice Bayley is so strong, that I must quote the case at length.

Wood *v.* Smith, 4 Carr. and P., 45.—"The general rule is, that whatever a seller represents at the time of sale, is a warranty. A warranty may be either general or qualified. If a person at the time of his selling a horse say, 'I never warrant;' but he is sound as far as I 'know;' this is a qualified warranty, and the purchaser may maintain assumpsit upon it, if he can show that the horse was unsound to the knowledge of the seller."

It should be noticed, that the words used go rather farther than they are above quoted in the marginal note of the case. The defendant said, "She is sound to the best of my knowledge: I never warrant; I would not even warrant myself."

It was objected that this was no warranty, but that the action should have been for deceit; and Mr. Gurney relied on Williamson and Allison, 2 East, 446, and Dobell *v.* Stevens, 5 D. and R. 490; but Mr. J. Bayley held on the motion for a rule *nisi,* that "whatever a person represents at the time of a sale is a warranty."

I must express a respectful doubt whether this dictum does not go too far.

There is a strong case on the point in 3 M. and R., 2: it is the case of Cave *v*. Coleridge, where it was held that a "verbal representation of the seller to the buyer in the course of the dealing, that 'he may depend upon it the horse is perfectly quiet and free from vice,' amounts to a warranty."

I quote the following case, because, though the circumstances of the case, as it is reported, scarcely amount to fraudulent representation, yet Chief Justice Best lays down the law very distinctly, that the representation must be known to be wrong.

Salmon *v*. Ward, 2 Carr. and P. 211.—"In an action on the warranty of a horse, letters passing between the plaintiff and defendant, in which the plaintiff writes, 'You well remember that you represented the horse to me as a five-year-old,' &c. to which the defendant answers, 'The horse is as I represented it,' are sufficient evidence from which a jury may infer that a warranty was given at the time of the sale; and it is not necessary to give other proof of what actually passed when the contract was made."

"I quite agree," said C. J. Best, "that there is a difference between a warranty and a representation, because a representation must be known to be wrong. No particular words are necessary to constitute a warranty. If a man says, 'This horse is sound,' that is a warranty. The plaintiff in his letter, says, 'You remember you represented the horse to me as a five-year-old;' to which the defendant's answer is, 'The horse is as I represented it.' Now, if the jury find that this occurred at the time of the sale, and without any qualification, then I am of opinion that it is a warranty: if it occurred before, or if it was qualified, then it must be taken to be a representation, and not a warranty."

It does not, however, appear to follow, that it is competent to the purchaser, at *any* time, to avail himself of the objection of fraud. This position is scarcely sustained by the first of the following cases; on the contrary, it seems to imply, that if deceit has been practised, lapse of time will *not* bar the objection; but at all events the case is in point, as regards the principle of representation without fraud; and, perhaps, without any forced construction, it will warrant the inference that negligence in promptly ascertaining fraud, will bar the action. The case of Prosser *v.* Hooper, already quoted, ought to be closely compared with this case on the question of time.

Percival *v.* Blake, 2 Carr. and P. 514.—"If a person purchases an article, and suffers it to remain on his premises for two months, without examination, and then finds it to be unfit for use, he cannot after that length of time, avail himself of the objection in answer to an action for the price, unless some deceit has been practised with regard to the article."

In this case, a letter promising payment was written by the defendant two months after the delivery of the goods; and Chief Justice Abbott thought that his objection came too late, two months being more than a reasonable time to discover the defect, unless deceit had been practised. The jury, however, thought otherwise, and found for the defendant; at the same time they acquitted the plaintiff of wilful misrepresentation.

A very recent case, however, has been decided which is of far more consequence to all purchasers under fraudulent representation, and if it is to be considered law, it is of the last importance; it is the case of Campbell *v.* Fleming, 1 Adolphus and Ellis, 40, where it is held, "that if a party be induced to purchase an article by fraudulent misrepresentation of the seller respecting it, and after discovering the fraud continue to deal with the article as his own, he cannot recover back the money from the seller: and it is also held, that the right to repudiate the contract is not afterwards revived by the discovery of another incident in the same fraud."

I understand this case to decide, that if a purchaser adopts the article purchased as his own, after he has discovered fraud, he cannot repudiate the contract: and therefore, that if on the discovery that he has been fraudulently imposed upon as to the age of a horse, he still retains him as his own property, he cannot afterwards avoid the contract for fraud, though he should subsequently discover that he has been similarly deceived as to his sight. I cannot acquiesce in the reasonableness of this doctrine, if I rightly understand it. Mr. Justice Park does not appear to have adverted to this point in delivering his opinion.

It is scarcely necessary to observe that except under circumstances of premeditated deceit, capable of clear proof, the sale of an unsound for a sound horse is not an offence cognizable by our criminal courts. This is established by Lord Mansfield in the case of the King *v.* Wheatley, 2 Burr. 1125: "The selling an unsound horse as and for a sound one, is not indictable: the buyer should be more upon his guard." My reader must bear this in mind when I speak of deceit and fraudulent representation. But if the fraud is concocted with deliberation and plan, I conceive that it is indictable, and when several parties concur in the design, they would be guilty of a conspiracy, of which the criminal courts would take cognizance.

My last head of the subject of warranty is much simpler—warranty by an absolute undertaking that the articles sold shall answer to a certain description.

A very comprehensive definition of warranty is given by very high authority. In Stuart *v.* Wilkins, Doug. 20, Lord Mansfield lays it down, that "a warranty extends to all faults known or unknown to the seller." In a certain sense this is true. A seller may undertake that his horse is free from every fault, or vice, or disease of whatever description; and if such an undertaking is given, it falls within his lordship's definition of a warranty. But such warranties are gone out of fashion, and in these times all warranties are usually limited to "soundness," or to capabilities of a given description.

A warranty by an absolute undertaking is easily understood; it is a distinct promise that the horse shall be capable of all work, or of a certain description of work, or that he shall be exempt from all diseases, blemishes, and imperfections; or exempt with certain exceptions; or that he shall be gifted with a certain degree of speed, or other qualifications; or be of a certain age, or not exceeding that age: in short it amounts to this; that certain conditions being specified by the purchaser, the seller will be liable for any difference in value, if those conditions are not performed; but it has been held that a warranty against visible defects is bad in law, the purchaser being expected not only to possess ordinary skill but to exhibit ordinary caution.

In Dyer *v.* Hargrave, 10 Ves. 507, the Master of the Rolls said it was held at law, that a warranty is not binding where the defect is obvious, and put the case of a horse with a visible defect: which doctrine is also held in Bayley *v.* Merrel, Cro. Eliz. 389, where the judge puts the case of a horse sold under a warranty that he has both his eyes, when in fact he has but one.

These cases would seem to have been overlooked by the author of the work, "The Law relating to Horses," when he observes that the loss of an eye is an existing unsoundness. The loss of an eye is a patent defect, unless it arises from the disease called "gutta serena," or a paralysis of the optic nerve without any apparent injury.

But I admit that if this is good law, it certainly would seem to apply only in such extreme cases as the one here instanced: yet in Margetson *v.* Wright, 5 M. and P., 606, it was held that a warranty that a horse was sound wind and limb, did not include crib-biting, because it was expressly mentioned; nor a splent, because it was apparent; *vide* also, 7 Bing. 603, and 8 Bing. 454.

An absolute warranty may be given either verbally or in writing, subject to one or two qualifications. It has been already seen, that by the statute of frauds there must be a memorandum in writing, if the horse is not delivered on the spot, either actually or constructively; or if money is not actually paid as "earnest:" if in pursuance of the statute a written memorandum is made, I think, though the cases are somewhat contradictory, that it would be by far the safer course, if not absolutely necessary, to include in the memorandum, the exact terms of the warranty: *vide* the case of Pickering and Dowson, before quoted.

It is, as I have already observed, a general rule of law, that where a written memorandum of agreement exists, you cannot give parole evidence to carry that agreement farther; if, however, no memorandum has been made of the contract, the warranty may be verbal and equally binding.

It must also be observed, that if the absolute warranty is at all special in its terms, as, for instance, if it is a warranty that the horse is sound, except as to a cough, and that it is free from blemish, except as to one eye, or that it is free from vice, except in harness, or that it will trot fifteen miles within the hour, it is in all such cases most important that the warranty should be accurately reduced to writing; for every lawyer knows that nine out of ten of the cases that come into court, depend upon the recollection of the witnesses as to facts.

When however, a warranty is reduced to writing, another precaution is equally indispensable,—the stipulated terms must be accurately expressed; the dealer on the one hand will be strictly held to his warranty, and the purchaser on the other will be strictly precluded from grafting any equivocal engagement upon it.

This position is strongly illustrated in the following case:—

Coltherd *v.* Puncheon, 2 Dowling and Ryland.—"Proof that a horse is *a good drawer* only, will not satisfy a warranty that he is *a good drawer and pulls quietly in harness.*"

"It is quite clear," said the court, "in this case that these are convertible terms, because no horse can be said to be a *good drawer* if he will not pull quietly in harness, and therefore proof that he is merely a good puller will not satisfy the warranty: the word *good*, must mean good in all particulars."

This case decides that on the part of the dealer he will be held strictly to his engagement; the following cases will equally prove that on the part of the buyer, he will not be allowed to interpret the warranty beyond its fair meaning.

In Geddes *v.* Pennington, 5 Dow. 159, the warranty was that the horse was thoroughly broke for gig or saddle, and so it was proved; but the purchaser being unskilful in driving, he could not repudiate the contract for faults that in more skilful hands, would not have been displayed; there appears however, on the case, reason to infer, that the faults were actually produced by the unskilfulness of the purchaser.

In the next case, the limits within which a warranty must be taken, are yet more closely defined.

Budd *v.* Fairmaner, 5 Carr. and P. 78.—" A receipt on the sale of a colt, contained the following words after the date, name, and sum: 'for a grey four-years-old colt, warranted sound in every respect.' Held that such part as related to the age was a representation only, and not a warranty."

The colt proved to be only three years old: it was stated, however, by several veterinary surgeons, that by four years old was sometimes meant three off, or rising four, and sometimes, though it is not very intelligible, four off, or rising five; they also said that till it was actually four it was not suitable for a carriage horse, as which it appeared that the plaintiff meant to use it.

On the trial Chief Justice Tindal said, "I am of opinion that the first part of the receipt contains a representation, and the latter part a warranty. In the case of a representation, to render liable the party making it, the facts stated must be untrue to his knowledge, but in the case of a warranty, he is liable whether they are within his knowledge or not."

On the argument on the rule *nisi*, Justice Alderson observed, "A warranty must be complied with whether it is material or not, but it is otherwise as to a representation;" and subsequently added, "If the word 'warranted' had been the last word, I should have held that it extended to the whole:" *sed vide* Richardson *v.* Brown.

The case was decided on the authority of Richardson *v.* Brown, 1 Bing. 344, and Dickinson *v.* Gapp, tried in the Common Pleas, at the adjourned sittings after Hilary Term, 1821, by Chief

Justice Dallas: Chief Justice Tindal observed, "What a man warrants he must make good, whether he knew the fact or not, but for what he represents, if there is a latent defect, and he acts *bonâ fide*, he is not at all answerable."

The same doctrine was held in De Sewhanberg *v.* Buchanan, 5 C. and P. 343. "If there was no express warranty," said Chief Justice Tindal, "but only a representation, then as there is no evidence that the plaintiff did not believe that the picture was a Rembrandt, he will be entitled to recover the full amount of the bill."

In Richardson *v.* Brown, 8 Moore, 338, where the plaintiff brought an action to recover the price of a horse sold under the following warranty—"A black gelding, about five years old, has been constantly driven in the plough—warranted;" it was held that the terms of such warranty applied to the *soundness* of the horse, rather than to the nature of his employment.

I have already adverted to the necessity of a warranty being given previously to or cotemporaneously with the purchase: if given afterwards it makes for nothing, because it is considered in law that the purchase money having been already paid or promised, a subsequent warranty is without consideration, and consequently invalid; but words subsequently used may acknowledge that a warranty was given at the time of contract, and the following case is quoted on that point:—

Payne against Whale, 7 East. 274.—" After a warranty of a horse as sound, the vendor in a subsequent conversation said, that if the horse were unsound, (which he denied,) he would take it again, and return the money. This is no abandonment of the original contract, which still remains open; and though the horse be unsound, the vendee must sue upon the warranty, and cannot maintain assumpsit for money had and received, to recover back the price after a tender of the horse."

This case is usually quoted as an authority on a point of pleading, that an action will not lie for money had and received under the circumstances stated, but the original contract remaining *in esse*, the proper remedy is by an action on the case. I refer to it however, because the expression used by the defendant is one frequently used by dealers: " If the horse were unsound, he would take it again, and return the money." There was no other proof of the original bargain than this conversation; and Mr. Justice Le Blanc observed, that it amounted to a recognition by the defendant that he had in the first instance warranted the horse to be sound. I may observe however, that if it was a recognition of the warranty, it seems also to have been a recognition of the bargain to take the horse back again, and return the money if he was unsound. I cannot, I confess, exactly understand the distinction taken by the learned judge, but the niceties of pleading are not always intelligible even to the initiated.

The unsoundness in this case was that the horse was a roarer.

I refer my readers to the case of Towers *v.* Barrett, 1 T. R. 133, for an elaborate argument on the question of pleading alluded to above; and the case of Weston *v.* Downs, Doug. 23, and fully quoted in Selwyn's N. P., page 98, to which case reference is made in Towers *v.* Barrett, may also be properly cited.

Another very important point, that every dealer or seller must bear in mind, is, that a groom or other agent employed to sell a horse, is authorized to exercise a discretion in warranting him, and may do so even contrary to the positive instructions of his master, and fix his master with liability. The following cases are very strong upon this point:—

Helyear *v.* Hawke, 5 Espinasse, 72.—" Where a principal employs an agent or servant to sell for him, what such agent says as a warranty or representation at the time of the sale, respecting the thing sold, is evidence against the principal, but not what he has said at another time."

In this case, the horse was standing at Tattersall's, and had been described in the catalogue; but before the day of sale, the defendant's groom being there to take care of the horse, answered the plaintiff's inquiry whether he was free from vice, in the affirmative. The plaintiff failed to prove the warranty, but in the progress of the cause Lord Ellenborough remarked, "If the servant is sent with the horse by his master, and which horse is offered for sale, and gives the direction respecting his sale, I think he thereby becomes the accredited agent of his master, and what he has said at the time of the sale, as part of the transaction of selling, respecting the horse, is evidence; but an acknowledgment to that effect, made at another time, is not so: it must be confined to the time of actual sale, when he was acting for his master." And in another place his lordship adds, "I think the master having entrusted the servant to sell, he is entrusted to do all he can to effectuate the sale; and if he does exceed his authority in so doing, he binds his master."

In Alexander *v.* Gibson, 2 Campbell, 555, a servant being employed to sell a horse and receive the price, was held to have an implied authority to warrant the horse to be sound; and "in an action upon the warranty, it is enough to prove, that it was given by the servant, without calling him, or showing that he had any special authority for the purpose."

Lord Ellenborough: "If the servant was authorized to sell the horse, and to receive the stipulated price, I think he was incidentally authorized to give a warranty of soundness. It is now most usual on the sale of horses, to require a warranty; and the agent who is employed to sell, when he warrants the horse, may fairly be presumed to be acting within the scope of his authority. This is the common and usual manner in which the business is done, and the agent must be taken to be vested with powers to transact the business with which he is entrusted, in the common and usual manner."

It is remarkable that when the servant was afterwards called by the plaintiff, he swore positively on his examination in chief, that he was expressly forbidden by his master to warrant the horse, and that he had not given any warranty. Lord Ellenborough, though it was objected to, allowed the plaintiff to contradict his own witness, and to call another to prove that at the time of the sale, the servant declared that "the horse was sound all over," and the plaintiff thereupon recovered. So in Pickering *v.* Busk, 15 East, 45, Mr. Justice Bayley says, "If the servant of a horse-dealer, with express directions not to warrant, do warrant, the master is bound." In the case of Fenn *v.* Harrison, 3 T. R., 757, Lord Kenyon holds this doctrine, and says, that the master has his remedy over against the servant.

In Scotland (Bank) *v.* Watson, 1 Dow. 45, a distinction is made between the servant of a horse-dealer, and the servant of a person not being a dealer,—in the latter case the servant not having the power to bind his master, if forbidden to warrant. The case of Strode *v.* Dyson, 1 Smith, 400, also bears on this point; as well as that of Woodin *v.* Burford, 2 D. and M., 391, where an authority to a servant to deliver a horse was held not to extend to warranting him, though the servant signed a receipt for the price.

There is a case of Ashbourne *v.* Price, 1 Dowling and Ryland, 48 N. P. C., in which, without reference to the distinction made in the case of Scotland *v.* Watson, a contrary opinion appears to be entertained; but as the allusion to horse-dealing was only incidental, I think it cannot be held to overrule the authority of the last two cases.

"Where an attorney's clerk admitted, on the taxation of costs before the Master, that the suit in which the costs were taxed was conducted by his employer from motives of charity on behalf of the plaintiff, it was held that the clerk was such an agent as to bind his master by such admission."

It was contended by Scarlett, that there was nothing in this case to take it out of the general rule of law, which excluded hearsay evidence; for in the case of an action upon the warranty of a horse, sold by a servant for his master, the servant's declaration of soundness would not be evidence to prove a warranty by the master.—Chief Justice Abbot: "The case supposed was distinguishable from the present, because there was not, in the instance of a groom's selling a horse for his master, that direct and positive agency which existed on the fact of an attorney's clerk attending to tax the costs of an action conducted by his employer."

It is also necessary for the purchaser to take care that his warranty is very distinctly expressed, so as to fix a liability with certainty upon the actual vendor; for in Symonds *v.* Carr, 1 Campbell, 361, it was held, that if an agent for the sale of horses sells to a man in one lot, and at one entire price, a horse belonging to B, and another belonging to C, warranting both horses to be sound, the purchaser cannot maintain an action against B for the unsoundness of the horse belonging to him (B), as upon the sale of that horse separately, since the contract concerning the two horses was entire, and in declaring on a contract it is necessary to aver the entire consideration for the warranty.

Having made these general remarks, which are applicable to all warranties of an absolute character, whether general or qualified, I will proceed to the usual warranty; namely, that of an absolute undertaking for soundness; and before I consider the question, the all-important question, in what soundness consists, I will mention two cases that refer to the abstract principle. The first is that of Eaves *v.* Dixon, 2 Taunton, 343, where it was held, that in an action on the warranty of a horse, the plaintiff must positively prove that the horse was unsound.

The horse died a few days after the sale; and on dissection it was found, that the lungs were greatly inflamed, and adhered to the ribs: the pericardium was also enlarged. It was also proved that the horse was apparently in health and high condition down to the time of sale: that the disorder was of so rapid a nature that inflammation of the lungs was known sometimes to begin and terminate in mortification within three days. On the other hand, a farrier, called on behalf of the plaintiff, imputed the sleekness of the horse's condition to water under the skin, arising from dropsy in the chest. On this conflicting evidence the plaintiff succeeded at the trial; but the court held that he ought to have been nonsuited; "for on the warranty of a horse it is not sufficient to give such evidence as to induce *a suspicion* that the horse is unsound; if the plaintiff only throws soundness into doubt, he is not entitled to recover; he must positively prove that the horse was unsound at the time of sale."

The next case is very important, not merely for its general principle, but in reference to the measure of damages to be taken by the jury in an action upon a warranty; but I quote it in this place to ground an important principle, and one which in considering the doctrine of warranty of soundness, is too frequently lost sight of by professional men as well as others; namely, that soundness is a question of fact for a jury, and not of law. In a note to this edition at page v., I have alluded to an anonymous work published ten years ago, on the Laws relating to Horses: the last case that I have cited is quoted also in that work, and the inference which its author draws from it, confirms the importance of the principle which I have here presumed to lay down. He observes that "it will not impeach the warranty, if the purchaser can only produce doubtful evidence of unsoundness, even of proper judges."

That this inference is sustained by the authority I do not deny: but in my judgment the authority is itself questionable. That it is a question for the court above, whether a verdict is *against* evidence, no lawyer will dispute, but what is the value of doubtful evidence is entirely a question for a jury, assuming that the doubt is not one of admissibility; and therefore, if a jury decides that the fact of unsoundness is established, inasmuch as they are the judges of facts, I apprehend that the court would not set aside their verdict merely because the evidence was not necessarily decisive. The following case, I think, bears me out in this position.

Lewis *v.* Peake, 7 Taunton, 153.—"The soundness or unsoundness of a horse, is a question peculiarly fit for the consideration of a jury, and the court will not set aside a verdict for a preponderance of contrary evidence. If the buyer of a horse with warranty, relying thereon, resells him with warranty, and being sued thereon, by his vendee, offers the defence to his vendor, who gives no directions as to the action, the plaintiff in defending that action, is entitled to recover the costs thereof from his vendor, as part of the damage occasioned by his breach of warranty."

The judgment of the court proceeded on the ground that the warranty of the first vendor induced the second to give a similar warranty, and having given to the first vendor notice of the action, he was justified in going on with the defence, instead of admitting the objection on the warranty, and relying on his remedy over upon it; as it was contended by counsel that he ought to have done.

It should be observed, that if a seller warrants a horse, he does so at his own peril, if the horse is unsound at the time of sale, whether he knew it or not. Anon. Loff. 146.

We now arrive at the awful question, what is intended by soundness in a horse? and though I have just observed that this is properly a question for a jury, I do not mean to contend that there is not a certain legal definition of the term, by which a jury should be directed to consider their verdict.

In the earlier part of this book, writing in a tone of levity more becoming the character of the topics of which I have there treated, I have remarked upon the contrariety of opinions upon unsoundness as they may happen to be expressed by dealers, farriers, or purchasers: all these parties are too much interested in the question for their opinions to deserve implicit confidence; but it certainly is much to be lamented that our courts of law have not laid down some uniform decision upon the subject which might guide all parties to a sound discretion in considering the policy of an appeal to a jury: it not only would save jurymen the trouble of long and painful consideration upon the value of evidence, but would prevent a multiplicity of perjury in horse causes, that are now unfortunately proverbial for it.

What then is the meaning of soundness? When the word is applied to a horse, we have seen that in the case of Coltherd *v.* Puncheon, "good," means "good in all particulars."

In quoting 1 Rolls Abridg. p. 90, Mr. Justice Lawrence appears, we have seen, to consider "secret maladies" as the essential ingredient in unsoundness.

In two cases already quoted, Elton *v.* Brogden and Shillito *v.* Claridge, Lord Ellenborough gives his opinion that, "if a horse is affected by any malady which renders him less serviceable for a permanency, it is unsoundness;" and again, that ‘a warranty of soundness is broken if the animal t the time of the sale had any infirmity upon him vhich rendered him less fit for present service; t is not necessary that the disorder should be ermanent or incurable.” The author of the nonymous work I have already quoted, defines oundness to be in its enlarged sense “an exemption from radical constitutional defects, but in its ractical sense, it is construed so as to exclude very defect by which the animal is rendered less it for present use and convenience.” All these lefinitions are vague, insufficient, and unsatisfacory; although my anonymous friend, in his ractical construction of the term, approaches very early to what I consider ought to be its legal as vell as its usual meaning.

Veterinary surgeons are sometimes equally inccurate. Mr. John Lawrence, who, I believe, vas considered eminent in his profession, deined soundness to imply, “not diseased, lame, blind, or broken winded, nor having at the time of sale any impending cause thereof.” This definition is not only vague, for disease is itself an uncertain term, but is also unintelligible.

Mr. Taplin, in his Stable Directory, asserts the sporting definition of the word to be, “a perfect state of both the frame and bodily health of the horse, without exception or ambiguity; the total absence of blemishes, as well as defects; a freedom from every imperfection, from all impediment to sight or action."

It is obvious that this definition is almost ludicrously high; the horse is in its perfect state only in an unreclaimed condition; and it may well be doubted if even in a state of nature the majority of the herd are perfect.

I have understood the opinion of Mr. Mavor, an eminent veterinary surgeon, to have been given in a court of law, that "he considers a horse to be sound which is perfect in structure, and perfect in function; and that even where his structure is not perfect, that if he has never been lame, or incapacitated from performing his ordinary duties, no likely to be incapacitated from performing them with equal facility, he still is sound."*

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* I have been censured in a review of this work for the quotation of this opinion of Mr. Mavor's without acknowledging th channel through which it reached me. The reviewer, afte alluding to a book called "The Horseman's Manual," and intimating that I had untruly denied a knowledge of that book, say of Mr. Mavor's opinion, "We know it was furnished exclusivel to the author of 'the Horseman's Manual.'" This knowledge o the reviewer strongly implies that he is one and the same perso with the author of the Manual, and the soreness which he betray

I acknowledge that this definition, though not quite satisfactory to my mind, is more so than any other that I have happened to find. It ought to be recollected, that the domesticated animal is in

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at my omitting to mention that work by name, adds strength to the suspicion. Had I availed myself of Mr. Mavor's opinions and attempted to pass them current as my own, I should have been guilty of great dishonesty; but this is the first time I ever heard that it was not competent to an author to quote the published opinion of another person by name, without subjecting himself to the charge of plagiarism!

The fact is, that I received the opinion in the first instance, from a friend, who knowing that I was engaged on the subject of Horse Warranty, thought it would be interesting to me. I understood from him that it had been delivered in a court of law, and I have so quoted it above. Long after my work was gone to press, I heard of the Horseman's Manual for the first time. I read it with attention, and I found it badly arranged, very superficial, and what is still worse, inaccurate both in the quotation and construction of cases. I will at present quote but one instance; the first that occurs to me on opening the book. The author at page 69, cites the case of Fenn *v.* Harrison, 3 T. R., 757, and puts into Lord Kenyon's mouth an opinion *directly opposite to that which his Lordship pronounced;* and this, not by any accidental error of the press, but by a correct quotation of the judicial language, and an incorrect application of it to the subject; thus proving to demonstration that he did not comprehend what he was writing about! My object not being to criticise the works of others, but to improve my own, I thought the most charitable course was to omit the notice of a book that I could not quote without censure. I have done the author no injury a necessarily artificial state; and consequently, that all terms implying perfection, must be qualified by reference to his acquired habits and intended use; but if, having regard to the purposes for which he

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however, for though his work seems to have been published for nearly five years, it has not yet reached a second edition; and I can assure him for his comfort, that it is as little known in legal circles as I am, thank Heaven, in the betting-room at Tattersall's.

There is another instance of amusing resemblance between the reviewer and the author of the Horseman's Manual, which I cannot forbear quoting. It proves them to be equally "strong in their law." Referring to the case of Broennenburg *v.* Haycock, hereafter quoted, the reviewer comments on my ignorance in not knowing that this decision had been overruled. I confess my ignorance, and truly grateful should I have felt to my critic, had he enlightened it: but following the example of his friend, the author of the Manual, who quotes two cases of Earle *v.* Patterson, and Taunton *v.* Adams, for which he gives no authority, my reviewer in like manner overrules Mr. Justice Burrough's decision, and challenges my law upon *his own* "distinct recollection" of the case of Paul *v.* Hardwick!!! He cites no report for it; quotes no author; gives no abstract even of the facts: but, on his own supreme anonymous authority, consigns the learned judge to all the ignominy of judicial darkness! I have searched in vain through Harrison's index of all reported cases for this valuable decision of Paul and Hardwick. But it is difficult to baffle an attorney in case-hunting! I have at length found this case of Paul *v.* Hardwick. It is in Dodsley's Annual Register!! I need scarcely quote from an authority like this for the benefit of my *legal* readers: others who only read law for amusement, will find much more in the daily reports from the Courts of Request;

is domesticated, and to the discipline both moral and physical, to which he is subjected to qualify him for those purposes, the horse is capable of performing them satisfactorily, with comfort and safety both to his owner and to himself, he should be considered sound. It is to be observed however, that in considering this point, regard must be had to the manner in which he is to be employed; for nothing is more common than for the purchaser to use his horse in novel duties, such as a gig horse for the field, or a hunter for the road; and this sudden change of his accustomed habits perhaps superinduces or elicits infirmities, or even disease, to which the horse might long have remained a stranger had he continued in his ordinary occupation. Yet, if such disease or infirmity shows itself, dispute about his soundness is sure to follow.

I am much disposed to adopt Mr. Mavor's definition, modifying it only in one particular. I should say, that a horse is sound, if not labouring under such *disease* or infirmity, or symptoms of

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but *n'importe,* the learned critic is not only "strong," but omnipotent "in his law;" and I bow to his learning with respect.

For his other criticisms I feel obliged to him; some of them have been of essential service to me, as the improvements in this edition will show.

approaching disease or infirmity, as to incapacitate him for the safe performance of all reasonable work, of a character for which he is avowedly purchased. If a jury is satisfied that any defect or disease existed at the sale, or any symptom of approaching infirmity or disease, that would incapacitate him for his accustomed labour, their verdict should be unsoundness.

Mr. Sewell, who has added largely to the obligations which I have already expressed to him in my former editions, has suggested to me a means of preventing litigation on the question of soundness, which I think, well deserves the consideration of influential men in the sporting world. It is now settled in the case of blood stock, that their age shall be dated from the 1st of January. This very convenient arrangement has been effected by the influence of the Jockey Club, and is recognized in courts of law. Why cannot the same authority be exerted to settle the form and construction of a general warranty? The difficulty appears to be, to make the undertaking at once so general as to ensure due protection to the purchaser, and so specific as not to subject the seller to speculative construction of its meaning: but I think this difficulty is not insurmountable. A warranty as now understood, protects against all defects known or unknown to the seller, unless such as are specially excepted. This is too comprehensive. If it were conventionally settled, that a general warranty shall extend only to all defects discovered within a given time, as a week for instance, or against all defects incapacitating a horse for that labour for which he was avowedly purchased,—a construction which I should prefer,—little difference of opinion could arise as to the horse answering such a warranty. The first form of warranty would certainly dispose of nearly all doubtful cases. The second would render the contract between the buyer and seller too clear and precise to leave room for any question that a groom could not easily determine. Such an arrangement would considerably abridge the inquiry of a jury on every horse cause, by reducing the issue to the simple question of the horse's capacity for given work, whether labouring under disease or not; and the convenience would be soon found so great to the public, that I have little doubt of the courts of law inclining to sanction such a construction of a horse warranty. The capacity of a horse for work would of course be in many instances a critical question; nor would it be less so, whether the work in which the purchaser had employed him, corresponded with that for which he had avowedly purchased him; but these are facts that would scarcely admit of such contradictory evidence, as is given in the case of scientific opinion. Every man accustomed to horses can at once say whether the animal can work satisfactorily, though very few are competent to give a correct opinion whether a horse is diseased, or whether the disease is of long standing or of recent occurrence.

A case has just occurred to myself, that illustrates the utility of such a definition. I have a mare now standing at Mr. Woodin's for sale. He has been acquainted with her for several months, and relying on his knowledge of her, and his judgment in such matters, I warranted her sound to a gentleman, who, on trial of her, expressed himself satisfied with her paces and general appearance. He rode her a second time to Mr. Field's, but not without disclosing his intention to have her examined, to which I readily acceded; here she was condemned as lame in her off hock: of course he declined purchasing her. Now what is the fact? About four months ago, she threw a curb, of which she speedily recovered, though the blemish remains, and was pointed out to him in the first instance, when the warranty of soundness was offered: so far, however, is she from being disabled, that she has twice, within these three weeks, carried me forty miles without drawing bit, and once had a fair day with the fox-hounds! It will be readily supposed that I should not have thus worked a lame horse, which I was about to sell at the end of the season. Without distrusting the skill of Mr. Field, for whom I have a sincere respect, I place more confidence in Mr. Woodin's opinion, confirmed as it is by my own experience of the mare. Mr. Field was misled by the blemish; the mare is *not* lame any where; and had the only question put to Mr. Field, been as to her capacity for work, I should not have lost a purchaser, and the purchaser would not have lost a cheap and very useful horse: but yet I admit that a blemish of this nature, though it is not attended with any lameness, justified Mr. Field in advising that she was an unsound horse, according to the usual acceptation of the term, had I suppressed the fact in giving the warranty, though it may perhaps be doubted whether a curb, being a patent defect, comes within the warranty.

It would also reduce disputes on horse warranties materially, if special warranties were more frequently given. Such warranties are indeed not uncommon as it is. I have seen many with special exceptions, as of an eye, a cough, a splent, &c.; nor is there any good reason why any infirmities of this kind, scarcely affecting the price of a horse otherwise sound and good, should not be openly avowed. The only reason why they are studiously concealed, is that ignorant buyers overrate their importance; but if it were customary with respectable dealers to declare them, it would soon be felt that they were not considered of sufficient consequence to affect the price of a horse purchased *bonâ fide* for labour, and not for the market.

Let a dealer enter a dozen horses at the Horse and Carriage Registry, specially excepting such faults as are not prejudicial to their capacity for work, and judge whether horses thus specially warranted are not sold with as much or more facility than others. As the dealer's address will remain unknown, except to a *bonâ fide* purchaser who is indifferent as to the excepted fault, the credit of his stables can suffer no wrong by this bold experiment.

It might also be an express condition of every warranty that the opinion of a veterinary surgeon, to be named before the purchase, should be conclusive between the parties, and the return of the horse should be a necessary consequence of his being thus certified to be incapable of the work for which he was sold.

I shall now endeavour, in reference to the warranty of soundness, to explain its meaning, by quoting the cases which establish any particular disease or infirmity to amount to unsoundness; and then I will give a short summary of all the complaints, which as the law stands, would fall within the term.

It would seem extraordinary that so few cases are to be found in the books, that contain decisions upon the question of soundness, as respects any specific disease. When however, the principle already quoted is remembered, that soundness is for the jury to determine, it is obvious that special disease can rarely fall under the consideration of the court, except collaterally; hence, after a close examination of the reports, I find that the following disorders are the only ones on which any distinct opinion has been expressed by our judges:—roaring, temporary lameness, coughs, splents, nerving, ophthalmia, crib-biting, and hereditary disease.

Chest-founder has been assumed to be unsoundness, and also a swollen leg proceeding from a kick, but not formally so decided in any recorded cases.

*Roaring* was held to constitute unsoundness, in the case of Onslow *v.* Eames, 2 Starkie, 81.

"Roaring constitutes unsoundness in a horse." Lord Ellenborough: "If a horse be affected by any malady which renders him less serviceable for a permanency, I have no doubt that it is an unsoundness."

Yet, in the following case of Bassett *v.* Collis, a distinction is drawn, upon the authority of Sir James Mansfield, who certainly was a good sportsman as well as a learned judge, between roaring *as a habit,* and roaring attended by organic infirmity. The case just mentioned was prior in point of date, and therefore, Onslow *v.* Eames is the better authority. On the trial of the latter cause, Mr. Field stated in evidence, that roaring was "occasioned by the neck of the windpipe being too narrow for accelerated respiration." Bassett *v.* Collis is found in 2 Campbell, 523; the following are Lord Ellenborough's remarks:—

"It has been held by very high authority, (Sir James Mansfield,) that roaring is not, necessarily, unsoundness; and I entirely concur in that opinion. If the horse emits a loud noise, which is offensive to the ear, merely from a bad habit which he has contracted, or from any cause which does not interfere with his general health, or muscular powers, he is still to be considered a sound horse. On the other hand, if the roaring proceeds from any disease, or organic infirmity, which renders him incapable of performing the usual functions of a horse, then it does constitute unsoundness. The plaintiff has not done enough, in showing that this horse was a roarer: to prove a breach of the warranty, he must go on to show that the roaring was symptomatic of disease."

If it be true, as is commonly reported, that the celebrated Eclipse was a roarer, the complaint ought not to be viewed as necessarily amounting to unsoundness, unless the proximate cause of it is proved to be organic disease.

*Temporary lameness* would appear, upon every principle of common sense, to be unquestionable unsoundness; and so, I apprehend, it may be considered as now decided. Yet there are contradictory decisions upon this point; and as in both cases the judgment of the court lays down a very important principle, applicable to all questions of soundness, I shall extract them fully.

The first in date is to be found in 2 Espin. Rep. 673, Garment *v.* Barrs; where it is held, "a warranty that a horse is sound, is not false because the horse labours under a temporary injury from an accident at the time the defendant warranted the horse to be sound." The plaintiff observed that she went rather lame on one leg; the defendant replied, that it had been occasioned by her taking up a nail at the farrier's, and except as to that lameness, she was perfectly sound.

Chief Justice Eyre: "A horse labouring under a temporary injury or hurt, which is capable of being speedily cured, or removed, is not, for that, an unsound horse; and where a warranty is made that such a horse is sound, it is made without any view to such an injury; nor is a horse, so circumstanced, within the meaning of the warranty. To make the exception a qualification of the general warranty, the injury the horse had sustained, or the malady under which he laboured, ought to be of a permanent nature, and not such as arose from a temporary injury or accident."

The other case, is that of Elton *v.* Brogden, 4 Campbell, 281, already mentioned. "A temporary lameness, rendering a horse less fit for present service, is a breach of a warranty of soundness."

Lord Ellenborough: "I have always held, and now hold, that a warranty of soundness is broken, if the animal, at the time of sale, had any infirmity upon him which rendered him less fit for present service. It is not necessary that the disorder should be permanent, or incurable; while he has a cough, I say he is unsound, although that may either be temporary, or may prove mortal. The horse in question having been lame at the time of sale, when he was warranted to be sound, his condition subsequently is no defence to the action."

*Cough*, which is the usual indication of severe cold, is unsoundness of a less equivocal character.

It will have been noticed, that Lord Ellenborough alludes to it in the case of Elton *v.* Brogden, just quoted. The following case of Liddard *v.* Kain, 9 Moore, 356, raised the question, and it may be observed in passing, that the doctrine of a *continuing* warranty, here established, is very important.

"Where the seller informed the buyer, that one of two horses he was about to sell him had a cold, but he agreed to deliver both at the end of a fortnight, sound, and free from blemish; and at the expiration of the time, the horses were delivered, but the cough on the one still continued, and the other had a swollen leg, in consequence of a kick he had received in the stable; and the seller brought an action to recover the price, and the jury found a verdict for the purchaser; the court refused to grant a new trial, as the warranty did not apply to the time of sale only, but was a continuing warranty to the end of the fortnight."

On the question of a cough being unsoundness, Chief Justice Best held, though the cough might be a mere temporary unsoundness, yet it might eventually produce a disease on the lungs. It should be noticed, that Mr. Sergeant Wilde contended, in this case, that the warranty did not extend to the cough or cold, because it was an existing and manifest defect; and that, if a warranty had been given against an apparent defect, it would have been void in law. This argument did not appear to have any weight with the court.

The next case ingeniously contrives, though I believe without intending it, to rip open the principle laid down by the same judge in Elton *v.* Brogden, for here permanency seems to be held essential to make a cough unsoundness; the case is also important in establishing another maxim, that severe exercise of the horse by hunting, though tending to aggravate the disease, will not discharge the seller from his liability.

It is held in Shillito *v.* Claridge, 2 Chitt. 425, that " a cough, unless proved to be of quite a temporary nature, is an unsoundness, and a verdict for the defendant was held wrong, though the horse had the next day after the warranty been rode a hunting."

The horse had a cough when it was sold. " If it had," said Lord Ellenborough, " and the cough was of a permanent nature, I have always held that it was a breach of the warranty, and such has, I believe, always been the understanding, both in the profession and among veterinary surgeons. On that understanding I have always acted, and think it quite clear."

It was argued that two-thirds of the horses in

London had coughs; still Lord Ellenborough said it was a breach of the warranty. It was further contended, that the plaintiff was told that the horse had been used only on the road, and had a cough, and that by hunting it he had aggravated the disease.

Lord Ellenborough: "Knowledge makes no difference. There was a case before Mr. Justice Lawrence, in which it was held; and it was there said that the plaintiff might rely on the warranty only, and not choose to trust to his own knowledge." "There is no proof that he would have got well, if he had *not* been hunted."

*Splents* are, as I have elsewhere observed, of very equivocal importance; but I entertain no doubt whatever in my own mind, but that they amount to unsoundness, if they are, either from their location, or their size, likely to impede the action of the tendons. The only case that I can find upon the subject is the following:—

Margetson *v.* Wright, 8 Bingham 454, where it is held, that as some splents cause lameness, while others do not, a splent is not one of those patent defects against which a warranty is inoperative; and also that the defendant having warranted a horse sound *at the time of the contract,* and the horse having afterwards become lame from the effects of splent invisible when the defendant sold him, the defendant was liable on his warranty.

This case had been before the court on a former occasion (*vide* 7 Bingham, 603), when it appeared that the defendant had warranted the horse to be sound, wind and limb, at the time of the bargain, and sold it for £90; it was a race-horse, which had broken down in training, and was affected with splent,—circumstances which were disclosed to the plaintiff, and but for which the horse would have been worth £500. It was held that this warranty did not import that the horse was fit for the purposes of an ordinary horse.

This case is doubly important, because it was also held, that defects apparent at the time of warranty are not included in it.

Chief Justice Tindal: "Two subjects which might or might not have become a source of unsoundness, namely, crib-biting and a splent, were discovered by the parties at the time of the bargain, and after that discussion, the warranty in question was entered into. Now the older books lay it down, that defects apparent at the time of the bargain are not included in a warranty, however general, because they can form no subject of deceit or fraud; and originally, the mode of proceeding on a breach of warranty was by an action of deceit, grounded on a supposed fraud. There can however, be no deceit where a defect is so manifest that both parties discuss it at the time. A party therefore, who should buy a horse knowing it to be blind in both eyes, could not sue on a general warranty of soundness. In the present case the splent was known to both parties, and the learned judge left it to the jury to say whether the horse was fit for ordinary purposes. His direction would have been less subject to misapprehension, if he had left them to consider whether the horse was, at the time of the bargain, sound wind and limb, saving those manifest defects contemplated by the parties. It seems to us, therefore, that the jury may have been in some degree, misled, and that the purposes of justice will be better attained by sending the cause to a second inquiry."

I have before adverted to this doctrine, that *apparent* defects are not contemplated by a warranty of soundness; but if it is sound doctrine, it certainly is to be received with considerable qualification; namely, that the defect must be so unequivocal as to be visible to a common observer: except with this reserve, it is difficult to reconcile it with the case of Buchanan *v.* Parnshaw, 2 Term Reports, 745, where an action was held to be maintainable for breach of warranty, that a horse was twelve years old, when it had been represented to be only six. Now the age of a horse, if he exceeds eight, is a patent defect; and consequently, upon the doctrine laid down in Margetson *v.* Wright, an action would not be maintainable upon such a representation. There is the case however, before mentioned, of Budd *v.* Fairmaner, in 8 Bingham, 48, where the warranty being, "Received £10, for a grey four-year old colt, warranted sound," it was held that the action did not lie, though the colt proved to be only three. But to return from this digression—

*A nerved horse* is held to be unsound, in Best *v.* Osborne, Ryan and Moody, 290.

It was proved, that horses previously lame, would when nerved, frequently go free from lameness, and continue so for years; and that horses, after the operation, had been employed for years as cavalry horses, in active service.

Chief Justice Best told the jury, that it was difficult to say that a horse, in which there was an organic defect, could be considered sound; that sound, meant perfect; and a horse deprived of a useful nerve was imperfect, and had not that capacity of service which is stipulated for in a warranty. The plaintiff obtained a verdict.

It is due to Mr. Sewell to mention, that this operation of nerving was invented by him, and great credit is due to him for the discovery: this very case proves the value of it, when it shows that a nerved horse is restored to such a use of his powers, as to render it even doubtful if he may not be warranted sound.

I can find no case in the law books, upon the subject of *ophthalmia;* but in the case of Earl *v.* Patterson, tried at Guildhall, before Chief Justice Tindal, in 1830, it appeared that the horse was subject to ophthalmia, and no doubt was expressed as to this amounting to unsoundness: the only question at issue being, whether the disease existed at the time of sale, or had been brought on by the mismanagement of the plaintiff's servant.

The vice of *crib-biting* was fully discussed in Broennenburg *v.* Haycock, Holt, N. P. C. 630. Mr. Justice Burroughs, before whom the cause was tried, said that he considered it a mixed case of law and fact. "It is," says his lordship, "a mere accident, arising from bad management in the training of the horse; and it is no more connected with unsoundness than starting or shying."

I can find no other authority upon the point; and as I do not know what veterinary evidence was given on the trial, I cannot guess whether his lordship is wrong as a lawyer, or as a farrier. I have not a doubt in my own mind, that crib-biting constitutes unsoundness, so long as the doctrine is held to be law, that indications of approaching disease fall under that term. A crib-biter will never retain his condition; and a horse that will not retain his condition, is never fit for constant work. Veterinary surgeons are divided as to the pathological cause of this falling off in condition, but all are agreed upon the fact; and I think it not improbable, that the habit may affect the secretion of the glands from which the saliva proceeds, and thereby impede digestion.

There is a very strong case upon the subject of *hereditary disease*, in 1 Ryan and Moody, 136; it is the case of Jolliff *v.* Baudell. The following is a marginal note of it:—

Certain sheep, apparently healthy and sound in every respect, were sold, warranted sound; two months afterwards, great part of them died. There was nothing to connect the disease of which they died with their previous condition, but it was, in the opinion of farmers and breeders, an hereditary disease, called the goggles, and incapable of discovery, until its fatal appearance. It was held that this disease was an unsoundness existing at the time of the sale, the jury being of opinion, that "it existed in the constitution of the sheep at that time."

The case of hereditary disease is at all times difficult to prove, as it rarely happens that a purchaser can trace with accuracy the diseases of the breed, though he may be at no loss to prove the pedigree of his horse.

Where however, the proof of both is accessible, it seems clear that a constitutional taint is unsoundness; though it may not show itself till the offspring arrive at a certain age. We know by daily experience, that what may be called, for lack of a better term, the moral qualities of a horse, are acquired by inheritance, such as spirit, activity, and docility. There appears to be no satisfactory reason why the same principle should not obtain, as respects their physical vigour; especially, when we also find that good action and speed are almost always the gift of birth.

I have alluded to the case of *chest-founder*. I find this mentioned in the case of Atterbury *v.* Fairmaner, 8 Moore, 32; and it appears, that in that case it was the only unsoundness upon which the plaintiff relied; he obtained a verdict, and the defendant moved for a new trial, on the ground that there was no such disease. In support of this motion he produced an affidavit of a veterinary surgeon, who was stated to be "most experienced," to prove that no such disease was known. I apprehend, that the "experience" of this gentleman would have been doubted at the Veterinary College. The case however, deserves attention, because the defendant's complaint that he was taken by surprise by such a defence, was answered by an intimation, that he might have acquired a knowledge of the unsoundness on which the purchaser relied, by applying to a judge at chambers.

The case of Dickinson *v.* Follett, 1 Moody and Robinson, 199, tried at Exeter, is an important case upon a question of soundness of rare occurrence. "Mere badness of shape, though rendering the horse incapable of work, is not unsoundness." This marginal note, however, by no means gives a correct idea of the decision. It appears from the report that the horse's action was so defective, that in work he cut himself before, or interfered, as it is called. It was contended for the plaintiff, and in my opinion correctly, that this malformation constituted unsoundness, although at the time of sale there might exist neither lameness nor wound. Mr. Justice Alderson however drew a distinction rather too fine for any body but a lawyer:—"The horse could not be considered unsound in law, merely from badness of shape. As long as he was uninjured, he must be considered sound. When the injury is produced by the badness of his action, that injury constitutes the unsoundness," and on this direction the jury found for the defendant. This is, in other words, holding that the existence of a cause of disease is not unsoundness, though the disease when produced by that cause is so. With due respect to the learned judge, I cannot feel the distinction to be just.

In Bywater *v.* Richardson, 1 Adolphus and Ellis, 508, hereafter quoted, inflammation of the navicular joint is held to be unsoundness, and justly so. I have had one horse thus affected that has recovered, and been free from lameness for nearly eight months; but I believe that perfect recovery is rare.

These are all the cases of unsoundness on which I can find that the courts have, directly or indirectly, given an opinion. But if I am right in my conception of unsoundness, that all incapacitating injury or defect, having reference to the duties for which the horse is avowedly purchased, amount to unsoundness, I think that all the following cases come under that description :—

Lameness, whether chronic or accidental.

Corns, whether recently extirpated or not.

Affections of the lungs, whether asthmatic, inflammatory, or otherwise ; and thick breathing, if it produces distress.

Spavin, enlarged joints, and any malformation of the leg, or foot, not obvious to a common observer, and impeding the action.

Quittor, and any ulcer, fistula, or abcess, wherever it may be seated.

Glandular swellings, cough, and discharges from the mouth or nose.

Sand-crack, or any defect in the hoof; and any tenderness or irritability of the back, quarters, or withers, making the saddle or harness painful.

All disease of the eyes, whether it produces blindness or not; but if the disease has disappeared, leaving blindness as the result, sufficiently obvious to be visible to a common observer, I consider it to be a patent defect, not covered by a warranty of soundness.

Lastly, I class with unsoundness, pertinacious refusal of the food, because it is certain evidence of the horse's being either constitutionally or locally diseased.

The question has been much mooted, whether a horse can be returned upon a warranty of soundness, or whether the only remedy open to the purchaser is to bring an action for the difference of value occasioned by the unsoundness: in other words, whether the breach of the warranty is an annihilation of the contract.

This question appears to have been decided in the case of Gompertz *v.* Denton, 3 Tyrwhitt, 232; where it was held, that "a buyer of a horse on a warranty of soundness, can only recover for breach of it in an action for damages; and unless both parties agree to rescind, or unless in the original contract it was stipulated to be rescinded, if any breach of it took place, the buyer cannot sue the seller for money had and received, as for a failure of the original consideration."

The case of Street *v.* Blay, 2 Barnwell and Adolphus, 456, was referred to by Lord Lyndhurst in the case last quoted, and it is a very important case, because the doctrine of return underwent full consideration. The plaintiff sold a horse to the defendant for £43, with a warranty of soundness; the defendant sold it the same day to Bailey, for £45; Bailey sold it the next day to Osborne; and Osborne sold it two or three days afterwards to the defendant for £30. Osborne, Bailey, and the defendant, sold it without a warranty. After it had thus returned into the defendant's possession, he discovered that it was unsound at the time that he first purchased it from the plaintiff, and he offered to return it to him. The plaintiff refused to take it back, notwithstanding he had warranted it, and brought an action against the defendant to recover the price for which he had sold it to him. These were the facts of the case, and it was held that,

"A person who has purchased a horse warranted sound, and then sold it again, and then re-purchased it, cannot; on discovering that the horse was unsound when first sold, require the original vendor to take it back again: nor can he, by reason of the unsoundness, resist an action by such vendor for the price; but he may give the breach of warranty in evidence in reduction of damages.

Semble: That the purchaser of a *specific chattel* under warranty, having once accepted it, can, in no instance, return the chattel, or resist an action for the price on the ground of breach of warranty, unless in case of fraud, or express agreement, authorizing the return, or by consent of the vendor.

But where the contract is executory only, when the chattel is received, as where goods are ordered of a manufacturer, and he contracts to supply them of a certain quality, or fit for a certain purpose, the vendor may rescind the contract if the goods do not answer the warranty, provided he has not kept them longer than was necessary for the purpose of trial, or exercised the dominion of an owner over them, as by selling them."

In delivering his judgment on this case, Lord Tenterden adverted to the case of Curtis *v.* Hannay, 3 Esp. N. P. C. 83, where Lord Eldon is reported to have said, "that he took it to be clear law, that if a person purchased a horse which is warranted sound, and it afterwards turned out that the horse was unsound at the time of the warranty, the buyer might, if he pleased, keep the horse, and bring an action on the warranty, in which he would have a right to recover the difference between the value of a sound horse, and one with such defects as existed at the time of the warranty; or he might *return the horse and bring an action, to recover the full money paid*; but in the latter case the seller had a right to expect that the horse should be returned in the same state he was when sold, and not, by any means, diminished in value;" and "that if it were in a worse state than it would have been, if returned immediately after the discovery, the purchaser would have no defence to an action for the price of the article." "It is to be implied," Lord Tenterden remarks, "that he would have a defence in case it were returned in the same state, and in a reasonable time after the discovery. This doctrine has been adopted in Mr. Starkie's excellent work on the Law of Evidence, part IV., p. 645; and it is there said, that a vendee may, in such a case, rescind the contract altogether, by returning the article, and refuse to pay the price,

or recover it back if paid. It is however, extremely difficult, indeed impossible to reconcile this doctrine with those cases in which it has been held, that where the property in the specific chattel has passed to the vendee, and the price has been paid, he has no right upon the breach of the warranty to return the article, and revest the property in the vendor, and recover the price as money paid on a consideration which has failed; but must sue upon the warranty, unless there has been a condition in the contract authorizing the return, or the vendor has received back the chattel, and has thereby consented to rescind the contract, or has been guilty of a fraud, which destroys the contract altogether—See Weston *v.* Downes, 1 Doug. 23; Towers *v.* Barrett, 1 T. R. 133; Payne *v.* Whale; 7 East, 274; Power *v.* Wells, Douglas 24 n.; and Emanuel *v.* Dane, 3 Camp. 299, where the same doctrine was applied to an exchange with the warranty, as to a sale, and the vendee held not to be entitled to sue in trover for the chattel, by way of barter for another received. If these cases are rightly decided, and we think they are, and they certainly have been always acted upon, it is clear that the purchaser cannot, by his own act alone, unless in the excepted cases above mentioned, revest the property in the seller, and recover the price when paid, on the ground of the total failure of consideration: and it seems to follow, that he cannot, by the same means, protect himself from the payment of the price on the same ground. On the other hand, the cases have established, that the breach of the warranty may be given in evidence in mitigation of damages, on the principle, as it should seem, of avoiding circuity of action —Cormack *v.* Gillis, cited 7 East, 480, King *v.* Boston, 7 East, 481 n.; and there is no hardship in such a defence being allowed, as the plaintiff ought to be prepared to prove a compliance with his warranty, which is part of the consideration for the specific price agreed by the defendant to be paid."

"It is to be observed, that although the vendee of a specific chattel, delivered with a warranty, may not have a right to return it, the same reason does not apply to cases of executory contracts, where an article, for instance, is ordered from a manufacturer who contracts that it shall be of a certain quality, or fit for a certain purpose, and the article sent as such is never completely accepted by the party ordering it. In this, and similar cases, the latter may return it as soon as he discover the defect, provided he has done nothing more, in the mean time, than was necessary to give it a fair trial—Okell *v.* Smith, 1 Stark. N. P. C. 107: nor would the purchaser of a commodity to be afterwards delivered according to sample, be *bound* to receive the bulk which may not agree with it; nor after having received what was tendered and delivered, as being in accordance with the sample, will he be precluded, by the simple receipt, from returning the article within a reasonable time for the purpose of examination and comparison. The observations above stated, are intended to apply to the purchaser of a certain *specific chattel*, accepted and received by the vendee, and the property in which is completely and entirely vested in him.

"But whatever may be the right of the purchaser to return such a warranted article in an ordinary case, there is no authority to show that he may return it where the purchaser has done more than was consistent with the purpose of trial; where he has exercised the dominion of an owner over it, by selling and parting with the property to another, and where he has derived a pecuniary benefit from it. These circumstances concur in the present case; and even supposing it might have been competent for the defendant to have returned this horse after having accepted it, and taken it into his possession, if he had never parted with it to another, it appears to us that he cannot do so after a resale at a profit.

"These are acts of ownership wholly inconsistent with the purpose of trial, and which are conclusive against the defendant, that the particular chattel was his own; and it may be added, that the parties cannot be placed in the same situation by the return of it, as if the contract had not been made, for the defendant has derived an intermediate benefit in consequence of the bargain, which he would still retain; but he is entitled to reduce the damages, as he has a right of action against the plaintiff for the breach of the warranty. The damages to be recovered in the present action have not been properly ascertained by the jury, and there must be a new trial, unless the parties can agree to reduce the sum for which the verdict is to be entered."

I have quoted this case at great length, because, confirmed as it is by the opinion of Lord Lyndhurst, already quoted, it seems to establish the point beyond dispute, that the purchaser of an unsound horse cannot return him, and treat the contract as void, unless a special condition has been inserted in the contract that he should be entitled to return it. I may add, however, an additional authority, which bears upon the case, where such a stipulation has been made; it is the case of Adam *v.* Richards, 2 H. B. 573, where it is held, that though on the sale of a horse, there is an express warranty by the seller, that the horse is sound, free from vice, &c., yet, if it is accompanied with an undertaking on the part of the seller to take the horse again, and pay back the purchase money, if, on trial, he shall be found to have any of the defects mentioned in the warranty, the buyer must return the horse as soon as ever he discovers any of those defects, in order to maintain an action on the warranty, unless he has been induced to prolong the trial by any subsequent misrepresentation of the seller; in such case, the term "trial" means a *reasonable* trial.

In this case, six months had elapsed, although vice had been speedily detected. The authority of Fielder *v.* Starkin, was fully recognized by the court.

The case of Fielder *v.* Starkin, to which I have just referred, and to which Lord Tenterden alluded in the case of Street *v.* Blay, is to be found in H. Blackstone, 17; and as it is a leading case, and involves another question of an important practical character, whether it is necessary to give the seller notice of the unsoundness, I shall quote it at length.

It was held that "where a horse had been sold, warranted sound, which it can be clearly proved, was unsound at the time of sale, the seller is liable to an action on the warranty without either the horse being returned, or notice given of the unsoundness."

The plaintiff had bought the mare in question, of the defendant, at Winnel fair, in the month of March, for thirty guineas; and the defendant warranted her sound, and free from vice and blemish. Soon after the sale, the plaintiff discovered that she was a roarer, had a thorough pin, and a swelled hock from kicking; but he kept her three months after this discovery, during which time he gave her physic, and used other means to cure her. At the end of three months he sold her; but she was soon returned to him as unsound. After she was so returned, the plaintiff kept her till October, and then sent her back to the defendant as unsound, but he refused to receive her. On her way back to the plaintiff, she died, and on being opened, it was the opinion of the farriers, that she had been unsound for a full twelvemonth before her death. The plaintiff had never communicated her unsoundness to the defendant, although he had been in frequent intercourse with him.

Lord Loughborough observed, "Where there is an express warranty, the warrantor undertakes that it is true at the time of making it. If a horse which is warranted sound at the time of sale, be proved to have been at that time unsound, it is not necessary that he should be returned to the seller. No length of time elapsed after the sale, will alter the nature of a contract originally false. Neither is notice necessary to be given; though the not giving notice will be a strong presumption against the buyer, that the horse, at the time of sale, had not the defect complained of, and will make the proof on his part much more difficult. The bargain is complete, and if it be fraudulent on the part of the seller, he will be liable to the buyer in damages, *without either a return or notice.*"

Mr. Justice Wilson, in delivering the same opinion, referred to a case tried before Mr. Justice Buller, at *Nisi Prius*, where the defendant had sold the plaintiff a pair of coach horses, and warranted them to be six years old, while they were only four; and it was contended, that the plaintiff ought to have returned the horses, but held by Buller, that the action might be supported without a return. On turning to this case, however, which is mentioned by Mr. Justice Buller himself, in Towers *v.* Barrett, 1 T. R. 136, the learned judge seems to have expressed himself a little at variance with the above doctrine, that is founded by Mr. Justice

Wilson upon this decision. He certainly ruled that no return was necessary, but he also observed, that if the plaintiff would rescind the contract entirely, he must do it within a reasonable time, and that, as he had not rescinded the contract, he could only recover damages; and then the question was, what was the difference of value between horses of four and five years old.

The following case of Patteshall *v.* Tranter, 4 Nevile and Manning, 649, is a very important case on the doctrine of reasonable time in a case of unsoundness. The cause was tried before Mr. Justice Park at Hereford, 1835, and it appeared that the defendant had sold the horse with a warranty of soundness, it being at the time unsound. Shortly after the sale, the plaintiff discovered that the horse was unsound, but without giving notice to the defendant, he kept it for nine months, during which he gave it physic, and used other means to cure it; he had also cut its tail. He then offered to return the horse, but the defendant refused. It was contended that the plaintiff was entitled to recover the difference between the value and the price given. On these facts the plaintiff was nonsuited; and on moving for a new trial, the old case of Fielder *v.* Starkin having been quoted, and also Adams *v.* Richards, (both of which have been already mentioned,) and the case of Street *v.* Blay, just referred to, Lord Denman observed emphatically that the case of Fielder *v.* Starkin was *not* overruled, but still the rule was made absolute. Hence it appears that even retaining an unsound horse for nine months, and treating him as his own property, does not exclude the purchaser from his right to recover on the warranty. The case of Campbell *v.* Fleming, which I have before quoted, does not seem by the report to have been alluded to in this argument. It has a bearing however, though only collaterally, on the question in Patteshall *v.* Tranter, and will deserve attention if the same question should recur; though for the reasons already given, I am not disposed to place much reliance on the authority of Campbell *v.* Fleming. It may be expedient on any question of reasonable time to refer to the case of Chesterman *v.* Lamb, 4 Nevile and Manning, 195, hereafter quoted; but the direct authority of that case only bears on the question of damages to be recovered in an action on the warranty.

It will not fail to be noticed, that the case of Street *v.* Clay, goes farther than the cases last quoted, as against a purchaser; not merely relieving him from the *necessity* of a return, but actually depriving him of the supposed right to return.

It seems, however, to result from the cases which I have quoted, that even where an express stipulation is made in the contract, that the purchaser should be at liberty to return the horse, the return must be made within a *reasonable* time. The case of Mesnard *v.* Aldridge, 3 Esp. 271, which was a case of sale by auction, goes farther than this, and holds a purchaser rigorously to the condition of a return within any stipulated time; the time here stipulated was two days, but the horse was not returned till the third day, and Lord Kenyon held that this was insufficient. The case, however, is quoted in the books, to establish another point; that purchasers are bound to take notice of conditions declared by an auctioneer to be the usual conditions, though he does not specify them, if they are posted up in a conspicuous place. The case of Cellis *v.* Mortimer, 1 New Reports, 257, also decides that where an express condition is made as to the time of return, it must be literally construed as regards the seller, as well as the buyer.

I should have mentioned before the case of Hopkins *v.* Appleby, 1 Starkie, 477, as a case in point, as to a reasonable time for return, where no express stipulation is made. Lord Ellenborough there ruled, that "where an objection is made to an article of sale, common justice and honesty require that it should be returned at the earliest period." But if a return cannot be insisted on, without express stipulation, as appears to be decided in Street *v.* Blay, this case is, comparatively, of little importance.

I have referred to the case of Buchanan *v.* Parnshaw, though upon a different point; it was held in that case, that if a horse sold at a public auction be warranted sound, and six years old; and it be one of the conditions of sale, that he should be deemed sound, unless returned in two days, this condition applies only to the warranty of soundness.

This is a liberal construction of the rule, that the time fixed for return must be rigorously adhered to; though it must be observed, at the same time, that it was rather considered that the rule did not include the age, than, that if it had done so, it could be relaxed. This case of Buchanan *v.* Parnshaw, was distinguished from the case of a notice board fixed up in the yard of a seller by commission, in Best *v.* Osborne, 2 Carrington and Payne, 74; it was here held, that where such a notice is fixed up in a private yard, it was a question for the jury to consider whether the purchaser bought, subject to that notice. This last mentioned case of Best *v.* Osborne, where it first came before the court, in 1 Carrington and Payne, 632, deserves attention upon another point not connected with my present subject. The warranty had been fraudulently recovered back from the purchaser by Osborne's son; and the purchaser was precluded from giving evidence of its terms because he was unable to prove the son to have acted as his father's agent.

A recent case is reported in 1 Adolphus and Ellis, 508, in which the obligation of the purchaser to take notice of the condition of return posted up in the place of sale is emphatically decided. It is the case of Bywater *v.* Richardson. The plaintiff bought a horse, warranted sound, by private contract at a repository. At the time of sale there was a board fixed to the wall of the repository having certain rules printed upon it; one of which was, that a warranty of soundness there given, should remain in force till twelve on the day after the sale, when the sale should become complete, and the seller's responsibility terminate, unless a notice and surgeon's certificate of unsoundness were given in the mean time. The rules were not particularly referred to at the time of this sale and warranty. The horse proved unsound, but no complaint was made till after twelve the following day. The unsoundness was of a nature likely not to be immediately discovered. Some evidence was given to show that the defendant knew of it, and the horse was shown at the sale under circumstances favourable for concealing it. After a verdict for the plaintiff, it was held that there was sufficient proof of the plaintiff's having had notice of the rules at the time of the sale, to render them binding on him; also, that the rule in question was such as a seller might reasonably impose, and that the facts did not show such fraud or artifice in him as would render the condition inoperative.

The unsoundness consisted of inflammation of the navicular joint, which of course would be less perceptible on the soft ground, on which it appeared that the horse was shown.

While I am on the subject of auctions, I may allude to the importance of not being misled by any casual remarks of the auctioneer, or verbal assurances at variance with the printed conditions of sale. The case of Gunnis *v.* Erhart, 1 H. Bl. 289, is an authority on this point, though the property sold had no connexion with horse-flesh—it was a copyhold estate.

The principle upon which auctions must be conducted, has very little to do with the subject of horse warranties; yet, as they constitute the principal market for horses, I shall refer to one or two cases upon the right of the seller to act as the puffer of his goods.

In Howard *v.* Castle, 6 T. R. 642, it was held, that if the owner of goods or an estate put up to sale at an auction, employs puffers to bid for him without declaring it, it is a fraud on the real bidders, and the highest bidder cannot be compelled to complete the contract.”

This doctrine, however, is again questioned, in the case of Conolly *v.* Parsons, 3 Ves. 625, where a distinction seems to be intended, that it is no fraud, unless there happens to be but one real bidder.

Both these cases were quoted in that of Crowder *v.* Austin, 2 Carr. and P. 208.

“The owner of a horse sold by auction, has no right under the usual condition of a sale, that the highest bidder shall be the purchaser, to employ any person to bid for him for the purpose of enhancing the price: and if he do so, he cannot recover the purchase money from the buyer.”

Chief Justice Best expressed himself clearly of opinion, that the action could not be maintained; he considered it a gross fraud, and nonsuited the plaintiff. A rule *nisi* was afterwards obtained, to set aside the nonsuit; when the case of Howard *v.* Castle, 6 T. R. 642, was quoted, and also the opinions of Lord Rosslyn, in Conolly *v.* Parsons, 3 Ves. Jr. 625; and of Lord Alvanley, in Bramley v. Alt, considering Howard v. Castle as only a decision, that where all the bidders, except the purchaser, are puffers, the sale shall be void. On moving for the rule *nisi*, three of the court expressed themselves unfavourable to it; still it was granted, but afterwards it was discharged, Mr. Sergeant Wilde not supporting it. It has also been held in Bexwell *v.* Christie, Cow. 395, that where an auctioneer had received directions not to let a horse go under £15, and had sold it for less, on which an action was brought against him by the owner for the difference, the auctioneer would not have been justified in arranging a bidding under £15, as it would have been a fraud on the sale; and, consequently, he was not liable. The seller ought to have made it a condition that there should be no bidding under £15.

I have already adverted to the general question of agency, but I have not alluded to a case of considerable importance in horse-dealing transactions, where grooms and ostlers are frequently intrusted to sell; it is in the case of Capel *v.* Thornton, 3 Carrington and Payne, 352; where it was held, that "an agent authorized to sell goods has (in the absence of advice to the contrary,) an implied authority to receive the proceeds of such sale.'

I may also advert with propriety at this place to the case of Briggs *v.* Crick, 5 Esp. 99; where it was held, that "it is not necessary to release the former proprietor of a horse, who had sold him with a warranty of soundness, to qualify him to give evidence that such horse was sound at the time he sold him."

This case however seems to be over-ruled by that of Biss *v.* Mountain, 1 Moody and Robinson, 302, where it was held that "the vendor of a horse warranted sound is not competent to prove soundness for his vendee in an action brought against the latter on a subsequent sale with warranty." Briggs *v.* Crick was quoted without effect, the Judge (Alderson) being of opinion that as the effect of the verdict for the defendant would be to relieve the witness from an action at the suit of the latter, he was incompetent. In a note in this case, other cases are quoted tending to support the authority of Briggs *v.* Crick; and it is rightly observed, that to render the witness incompetent, it appears necessary to show not only that he is exposed to liability, but that there is reason to believe that his liability will certainly be enforced. A merely speculative interest appears too remote to disqualify a witness; but I recommend my readers who may chance to find the decision personally important to them, to refer to the cases of Baldwin *v.* Dixon, 1 Moody and Robinson, 59; Larbalistier *v.* Clarke, 1 B. and Adol. 899; and Morish *v.* Foote, 8 Taunt. 455, quoted in the note on the report of Biss *v.* Mountain.

Since it has been established by the cases already quoted, that, in the absence of an express stipulation, a purchaser shall not be at liberty to return if unsound, but shall only be entitled to recover damages in an action upon the warranty, it becomes of double importance, to ascertain the extent of the damages which he may recover.

In the case of Caswell *v.* Coare, 1 Taunton, 566, which is a leading case upon this subject, it was held, that "upon the breach of the warranty of a horse, if the horse is returned, the measure o damage is the price paid for him; if the horse is not returned, the measure of damage is the difference between his real value and the price given If the horse is not tendered to the defendant, the plaintiff can recover no damages for the price of his keep."

The warranty and unsoundness were proved but no tender had been made of returning the horse to the defendant. After the trial, the horse being still standing at livery, the plaintiff gave the defendant's attorney notice that he might go and take the horse, but made no offer to pay for its keep, the liveryman refused to deliver it, till its keep was paid. Mansfield, C. J.: "The contract being broken, the defendant must give back the money, and the plaintiff must return the horse; but unless the plaintiff has tendered him, he cannot recover for the keep, because it was not the defendant's fault that plaintiff kept him. When the warranty was broken, the plaintiff might instantly have sold the horse for what he could get, and might have recovered the residue of the price in damages."

In Chesterman *v.* Lamb, 4 Nevile and Manning, 195, already mentioned, it was held that "where a horse warranted sound, turns out to be unsound, and is, after notice to the seller, resold by the purchaser, the latter may recover not only the difference of price between the first and second sales, but also the keep of the horse for a reasonable time; but the question whether the horse has been kept an unreasonable time before the resale is a question for the jury; and if the seller rests his defence on the soundness of the horse, and does not request the judge to leave the question of time to the jury, the court will not, upon motion for a new trial, look into the evidence upon this point." In this case, the sale took place on the 26th of June. On the 9th of July the lameness was discovered; on the 25th of July the horse was sent to Osborne's for sale, and notice given to the defendant, with directions to remove it; and on the 27th of July the action was commenced. On the 6th of September the defendant was informed that it was intended to sell the horse. It was sold on the 16th of September, and the keep of the horse amounted to £9. 16*s.*, for which, and the difference in price and costs of sale, amounting altogether to £28. 10*s.*, the action was brought.

The case of M'Kenzie *v.* Hancock, hereafter quoted, is an important case to collate with Chesterman *v.* Lamb.

And in 2 Campbell, 82, the judge remarks, "I remember when it was held, that an action could not be maintained upon the warranty, without an offer to return the horse. That doctrine is now exploded, (Fielder *v.* Starkin, 1 H. B. 17; Curtis *v.* Hannay, 3 Espin. Cas. 82;) but still, unless the defendant refuses to take back the horse, the plaintiff cannot complain that the expense of the keep is necessarily thrown upon him."

It will not fail to be noticed, that in this case, the doctrine that a purchaser cannot return the horse without express stipulation, as decided in the case of Street *v.* Blay, does not appear to have been considered.

Another case upon the question of damages, is to be found in Ryan and Moody, 436.

It is the case of M'Kenzie *v.* Hancock. "In assumpsit for the breach of warranty of soundness of a horse, the defendant having refused to take back the horse, the plaintiff is entitled to recover for the keep for such time *only* as would be required to sell the horse to the best advantage."

The time must be a reasonable time; the judge (Littledale) alluded to the general prevalence of a contrary doctrine; and as the defendant might thus have his horse driven to a compulsory sale, it is questionable, whether it is not to the advantage of vendors, that the contrary doctrine should have been still allowed to prevail.

I have already quoted the case of Lewis *v.* Peat, 2 Marsh. 431; where it was held, that the plaintiff could recover in damages, the costs of an action brought against himself upon the warranty of a horse for soundness; of which action he had given notice to the party, from whom he had himself purchased the same horse upon a similar warranty.

I have thus concluded the doctrine of horse warranty; and if my readers will bestow a tenth part of the trouble in perusing it, that I have in preparing it, the probability is, that they will be ten times better paid for their labour, than I shall be for mine; but I have wished to make my book complete, as a book of reference upon the law of warranty, so far as it relates to horses; and I have, therefore, at the risk of being prolix, referred to every case that I can find upon the subject, with the exception of two or three, which merely relate to dry points of pleading, in actions of which horses are accidentally the subject.

The case of Miles *v.* Sheward, 8 East, 7, is one of these, but it is expedient to mention it, because, though it is only quoted as an authority on a point of pleading, it involves matter of popular interest. The warranty was, that the horse was worth £80, that it was sound, was a young horse, and had never been in harness. The plaintiff, however, limited his declaration to a breach of that part of the warranty which extended to his value and age. It was objected that he had not set out the whole warranty, but Lord Ellenborough ruled that this was unnecessary. Hence it follows that where the seller gives a warranty extending to several particulars, he is liable for a breach of any part of that warranty, although on other parts he may have fulfilled his engagement. If, for instance, he undertakes that the horse is sound and five years old, he is liable should the age be incorrect, although the horse may prove perfectly sound.

The obligations contingent upon hiring horses, and the rights of innkeepers and liverymen, are so nearly allied to the subject of my work, that I shall very briefly notice one or two cases upon these topics. In Handford *v.* Palmer, 2 Brod. and Bing. 359, it is decided, that "a party who borrows a horse is bound to keep it, unless an agreement is made to the contrary;" and it is to be observed, that the question in this case, was not at whose expense the horse was to be fed, but whether he had been properly fed by the borrower, and returned, therefore, in as good a condition as he was when the loan was made. I need scarcely mention, that this was a case of hiring, and not of borrowing.

But I shall hereafter quote one or two cases which will show that even a borrower must be equally careful of the animal lent to him. Indeed the principle of law is, that a borrower is answerable for neglect of much slighter degree than is requisite to fix a hirer, for as the lender derives no profit from the transaction, it is reasonable that extra care should be taken of his property.

In Bray *v.* Mayne, Gow N. P. 1, it is decided by C. J. Dallas, that "after a hired horse is exhausted, and has refused its feed, the hirer is bound not to use it; and if he afterwards pursue his journey with it, he is liable to the owner for its value."

But the hirer is not only bound to refrain from using an exhausted horse, but to provide for him proper care and attendance if taken ill during the hiring; this may be collected from the following case, though it turns not upon the question of neglect, but of judicious treatment. The decision is Lord Ellenborough's.

"If, upon a hired horse being taken ill the hirer calls in a farrier, he is not answerable for any mistakes which the latter may make in the treatment of the horse: but if instead of that, he prescribes for the horse himself, and from unskilfulness, gives him a medicine which causes his death, although acting *bonâ fide,* he is liable to the owner of the horse as for gross negligence." Dean *v.* Keate, 3 Campb. 4. But for an accident without proof of negligence, the hirer is not liable. In Cooper *v.* Barton, 3 Camp. 5 n., the horse fell and broke its knees. The owner proved that the horse had been frequently let out, and had not before fallen. "To maintain an action for negligence, however, against the hirer of a horse for an injury done to it whilst in his possession, the owner must give some positive evidence of such negligence." The action was tried before Mr. Justice Le Blanc.

Where, however, "the horses are hired out to draw a private carriage, but are driven by the servant of the person who lets them, he shall be liable for any injury done by them." Samuel *v.* Wright, 5 Esp. 263; and the same doctrine is held in Smith *v.* Lawrence, 2 M. & R. 1.

It is not within the scope of my work to enter upon the subject of post-horse duties, though the decisions on points connected with it, cannot but be interesting to a large class of my readers. The cases last quoted contain every other matter of interest likely to occur to the job-master or his customers.

The right of inn-keepers is decided in Johnson *v.* Hill, 3 Starkie, 172, where it is held, that "an inn-keeper has a lien upon a horse left with him, for the keep, unless he knows that the horse has been illegally obtained."

The exception in this case clearly means, that the innkeeper, though he may assert a lien on the horse against the party who left him in his charge and against all other parties, if he has no notice of a better title to him, cannot detain him from a third party who has a better title, if he has received him into his stable with notice of that fact. But I infer, though doubtfully, that the innkeeper, to deprive himself of his lien, must not only have such notice, but have done some act of a fraudulent character, accessary to the illegal taking of the horse; for otherwise, he might have maintained him *bonâ* *fide*, and as the horse might have died for want of food, if he had refused to receive him, it seems, on principles of common sense, that he is entitled to detain him for his keep.

The case of livery-stable keepers stands on very different grounds. The inn-keeper is compellable by law, to take in strangers and their cattle for reasonable compensation; as therefore he has no option to refuse the accommodation, it is equitable that he should be entitled to indemnify himself; but this obligation does not attach to livery-stable keepers; with them it is matter of choice whether they will receive a stranger's horse; it has therefore been held, that a special contract is necessary, but at the same time, where that special contract has been made, it is strictly enforced. The authority on this point, is the case of Wallace *v.* Woodgate, in 1 Carrington and Payne, 575. "A stable keeper, by *special agreement*, may acquire a lien on horses for their keep; and if the owner, to defeat such lien, gets them away by fraud, the stable keeper has a right to get possession of them, and for so doing, he will not be answerable in trover; for the lien is not put an end to, by the parting with the possession under such circumstances."

It is very important, however, to observe, that there is also another essential difference between the cases of an innkeeper, and a livery-stable keeper, which affects the safety of those who entrust their horses to their care. The horses in the stable of an innkeeper, placed there for temporary accommodation by travellers, are not liable to be seized under a distress for rent, but in the case of a livery-stable keeper, this liability attaches to them; and hence it is most material for the owner to be assured of the solvency of the liveryman. *Vide* Francis *v.* Wyatt, 3 Burr. 1498, and Rol. Abr. 668; but *vide* also Crosier *v.* Tomkinson, 2 Ld. Ken. 439, for a distinction in the case of a stable, underlet by the tenant to an innkeeper during races. Though my work is not intended for the exclusive edification of innkeepers, I have found since I published my first edition that I have a debt of gratitude to discharge to many of them. I cannot acquit myself of it better than by adding one or two cases of great practical importance to them.

The general responsibility of an innkeeper is well understood. The authority for it is the case of Cross *v.* Andrews, Cro. Eliz. 622; but it is not as well known that "where one leaves a horse at an inn to stand there by agreement at livery, although neither himself nor his servants lodge there, he is reputed a guest for that purpose, and the innkeeper hath a valuable consideration; and if that horse be stolen, he is chargeable with an action upon the custom of the realm." Jelly *v.* Clerk, Cro. Jac. 189. The same principle applies of course to injury from carelessness or neglect, as well as to theft. A similar opinion is held, though not by all the court, in the case of York *v.* Grinstone, Salk. 388; and even where the owner is not a guest at the inn, but only sends his servant with the horse, the same rule holds good. *Vide* Beedle *v.* Morris, Cro. Jas. 224. On the other hand, I have already noticed the innkeeper's lien for the keep of the horse confided to his care; but even this privilege is qualified—he cannot use the horse; *vide* Jones *v.* Pearl, 1 Str. 556; and on the authority of the same case, it appears that he cannot sell it, though its keep may exceed its value. Such use, however, as is necessary or proper in the way of exercise, is permissible. *Vide* Jones on Carriers, page 81.

There is another important relation between the owner and keeper of a horse which deserves notice. Horses are usually turned out to graze after the hunting season is over. The grazier stands in a different situation from the innkeeper and liveryman. If the animal is stolen or injured, he is not responsible, unless by special agreement, except for the want of reasonable care. If his fences are good, and ordinary precautions are taken, he is discharged from liability. *Vide* Broadwater *v.* Blot, Holt N. P. C. 547.

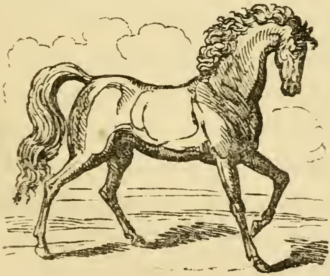
There is a case quoted in the anonymous work to which I have frequently alluded, to which the reader's attention should be called. It is the case of Coggs *v.* Bernard, Lord Raym. 915. I have not the report by me, but I extract Chief Justice Holt's words from the Laws relating to Horses, p. 45. "If a man should lend another a horse to go westward, or for a month, if the bailee go northward or keep the horse above a month; if any accident happen to the horse in the northern journey, or after the expiration of a month, the bailee will be chargeable: because he has made use of the horse contrary to the trust he was lent to him under: and it may be, if the horse had been used no otherwise than as he was lent, that accident would not have befallen him."

Nothing is more common than to take these little liberties with a borrowed horse. I have known a horse borrowed from a farmer for a morning's ride, put at a fence, when he had probably never faced timber in his life, and sent home with both knees broken! and great was the difficulty I had in adjusting the matter on reasonable terms between the indignant farmer and my hare-brained friend. This case may save some other scape-grace from a similar calamity.

I have omitted at the proper place to notice a very important precaution. In taking a warranty, strict attention should be paid to the meaning of any technical expression that may be introduced; as, for instance, a warranty that a horse is "a good hunter," would be only construed to mean, that he takes his leaps well. The warranty should be extended to "a good hunter, and fast," if speed is also required. This instance will suffice to illustrate my meaning.

It is impossible to be too careful to use words of familiar purport, and yet specific and precise, in preparing any instrument to operate as an agreement; but this is more especially the case in horse warranties, for I have found in talking over the matter with sporting friends, that even the most knowing ones are not agreed as to the exact meaning of the most common phrases used in the field or on the turf. The New Sporting Magazine itself is not always a safe authority! At a late dinner party of sporting men, I was challenged to make good this assertion. I selected three of the most ordinary terms in common use in the field;

a "bullfinch," a "rasper," and a "yawner:" and though there was not one of the party, except myself, that does not hunt regularly, there were scarcely two who agreed in the same explanation of these words; or even on their applicability, excepting the last to jumps, with which we were all locally familiar! So much for slang authorities!



It may be doubted whether the difficulty of buying or selling a horse is greater; but there is this essential difference, that in the latter case, the difficulty is of a man's own creation. If he informs himself fairly of its value, and asks a trifle less, there are few of the large commission stables, at which, if the proprietor of them is a respectable man, he will not find a speedy market; if he insists on selling without a loss, the expence of the keep will more than balance the chance of meeting with a liberal purchaser. I have already alluded to the advantage given by the Horse and Carriage Registry to the purchaser. The seller derives as much and perhaps more benefit from it; for he can use his horse as usual till he receives notice of a purchaser whose fancy he suits, and he saves all the cost of livery *ad interim,* as well as the agent's commission and ostler's fees on the sale; and while it saves all the personal trouble and loss of time attendant on such transactions, it secures a better chance of finding a willing purchaser than an advertisement in the daily papers twenty times inserted.

The ethics of horse-dealing are very peculiar; there is only one other case in which gentlemen appear, by a sort of conventional understanding, to be excused for leaving their honesty behind them. I have found to my cost, that no man thinks the worse of a friend, for stealing an umbrella on a rainy day, or palming off an unsound horse upon a neighbour. This is now so perfectly understood, that I must assume that my reader, whatever may be his class, will cheat if he can; but it is my duty to inform him that he cannot go very far with impunity, and if he accepts the definition that I have given of unsoundness, namely, any infirmity or defect that incapacitates a horse for fair and reasonable exertion in the labour for which he is avowedly purchased, he will readily perceive that his power of cheating is circumscribed by very narrow limits. In fact the gentleman-dealer is in a far worse situation to practise successful fraud, than the professed chaunter. Men who can afford to keep horses for their pleasure, can also *afford to pay costs!* they are therefore worth the trouble of suing. Moreover, I must do my "order" (as Lord Grey has it) the justice to say, that though little averse to the amusement of jockeying a friend, when they can couple profit with a laugh at his expense, there are but few among them so far gone as to brave the opinion of the public, even in a horse-cause; or to attempt to carry the day by suborning a legion of perjured ostlers and stable-boys.

"How then am I to sell my horse?" Very paradoxical it may be; but I reply, "by simply telling the truth!" I have sold my horses with more facility and to more advantage by following this principle than by the most plausible encomium of their merits; and what is of yet greater importance, I have never, in any instance, experienced the annoyance of defending an action on the warranty. Let the fault of a horse be what it may, he will suit some kind of work, and will therefore find a purchaser at his fair value. A frank acknowledgment of faults, too, will obtain credit for a counter statement of good qualities. If the object is to effect a speedy sale, the Horse and Carriage Registry furnishes the best chance; but even then it is probable, if the seller is very impatient, that the purchaser must be looked for among the dealers; and in this case it will not reduce the price to any extent worth mentioning, if the seller refuses to warrant. A dealer always asks a warranty, because he can resell the horse with more security; but it influences him very little in fixing his price. He knows that the horse would not be sold except for some fault, real or suspected, and he usually takes his chance of the fault, and places as little faith in the seller's warranty as he is conscious that his own deserves. Cases too have been known where a dealer, finding his purchase not suited to the taste of an expected customer, has purposely physicked the horse, that he might return him as unsound, on the warranty.

If strict veracity is always politic, there are some cases in which it is *indispensable.* I am of opinion that a man cannot sell a horse that he *knows* to be vicious, especially vicious in the stable, without incurring a personal responsibility for all consequences. If such a horse should occasion the loss of life, the vendor who concealed the vice would be morally, and perhaps legally, guilty of manslaughter: if he should only endanger a limb, or otherwise injure a person, or even a carriage, a seller with a warranty, who suppressed the animal's tricks, would be responsible in damages to the injured party. It is worth a gentleman's while to take these points into consideration, especially when selling a horse for a lady or a child to ride.

While correcting the sheets of my second edition, an accident occurred to me with a pony which I bought at Osborne's: I bought him for harness; the name of his late owner is Goddard. I drove him three or four times, and had no fault to find with him, except that his mouth was as hard as a board; but after a few days the vicious brute took it into his head, without any cause of alarm, to bolt, while I was driving a lady and child in my phaeton. I had but one alternative to save our lives, and desperate as it appears to be, I recommend it to others similarly circumstanced. Though I could not stop him, I was able to guide him, and I directed his course directly on the iron railings of Cavendish Square. He fractured his head, and I escaped without serious injury. My fair companion was less fortunate, having been thrown on the dashing-iron; she was not materially hurt, as she must have been but for her presence of mind in retaining her seat. I mention this as a caution to other females, for nine out of ten in similar cases spring out of the carriage. If the lady who sold the horse to me was aware of this vice, it was unpardonable to conceal it; had fatal consequences followed to my friend, Mrs. Goddard's feelings would, if possible, have been yet more painful than my own. Mr. Osborne was wholly free from blame, for he honestly told me that he knew nothing of the horse, and before I bought him, he drove him in my company, when he went very quietly.

It is customary to feed a horse for sale; this is of itself a species of fraud, and one scarcely worth the trouble and expense it involves. A horse is rarely brought into good condition in less than three weeks, during which he must enjoy absolute, and therefore unprofitable rest. That sleek and fat condition which recommends a horse to an inexperienced buyer, does not qualify the animal for work, and is at once detected by a dealer. It may obtain a guinea or two more, because the dealer finds the horse more marketable, but it will scarcely obtain such an addition to the price as will countervail the previous expense: a knowing hand prefers buying a horse in his rough state, or in daily work.

If the seller sends his horse to Tattersall's, it is desirable to bespeak a separate box for him (assuming him to be of value), or to send him so early as to insure his being placed in the eight-stall stable. The sale begins at twelve, and the earlier horses in the catalogue are of course sold first; but the yard is not filled, at least not with fashionable customers, till a much later hour, and of course it is an object so to place him in the list as to insure his being brought out at the most favourable period. This precaution is scarcely necessary at the Bazaar or any other place of public sale. I have found by experience, since my first edition was published, that some ingenuity is requisite to get a horse received at all by Messrs. Tattersall. I have sent horses there four times this last season, but I have been unable to obtain a stall for them under a fortnight's notice. This argues much for their celebrity, but very little for convenient accommodation. Mr. Tattersall's days of sale are Mondays, and in the height of the season sales are occasionally held on Thursdays also. At the Bazaar, Saturday is the sale-day; at Morris's, now Allen's, Wednesday. It will be convenient to my readers to subjoin the conditions of sale adopted at these and other similar establishments. They will be found in the Appendix. The seller, however, will bear in mind that, whatever may be the practice of the place, a purchaser (unless at auction) will not be bound by these special conditions, unless they are introduced, or specially referred to, in the warranty, or note of sale; but see the case of Bywater *v.* Richardson, 1 Adolphus and Ellis, 508, already quoted.

If his receipt merely contains the words, "warranted sound," the purchaser is entitled at any time to proceed on the warranty, for disease or incapacitating defects existing at the time of sale. A seller, therefore, who wishes to avail himself of the protection thus afforded, must be careful to add to his receipt the words "to be returned, if unsound, within six days, according to the custom of the bazaar," or other words of similar import.

I have but one more hint to give to a gentleman sending his horses to commission stables for sale by private contract. He is always, of course, asked what price he expects, and as soon as he has named it, he receives the same answer.

"How much do you set upon him, Sir?"

"Fifty guineas."

"Then you won't get it."

If you have not informed yourself correctly of his value, the chances are two to one that you do *not* get it. Many of these men, perhaps the majority of them, are dealers behind the curtain. I have detected one or two in selling my horse for thirty guineas for *me*, and selling it again next day for fifty for *themselves*. Probably the agent knows of a customer whom the horse will suit, and who will give a liberal price for him: that his employer may not have the benefit of such a customer, he will take good care never to show the horse, till he has tired the owner into selling him on lower terms. He then buys him a bargain, and privately sells him to the customer at a cent. per cent. profit. This is called "planting" the horse. All this is illegal; for the agent is trustee for the seller, and a trustee cannot purchase the property entrusted to his care. But it is impossible to guard oneself effectually against the fraud, except by booking the animal at a price which you know approaches within five or ten pounds of his real worth. If he remains unsold for a week, remove him elsewhere. In the spring or summer, a week is ample time to find a customer, if a fancy price is not demanded; and you may safely infer from longer delay, either that the agent wishes to tire you into selling at *his* price, and has, perhaps, stigmatized the horse, to keep off other customers, or else that his customers are not sufficiently numerous to make a market. It is useless expense to send a vicious horse, or one decidedly unsound, to any place for private sale: the dealers have the run of all the commission stables, and know the character of every horse that stands there; if his owner is not "one of the trade," his sins will be published at Charing Cross within a week. A horse of this description will only find a sale at the hammer; and even there he is sure to produce more than he is worth. I never sold but one unsound horse at commission stables, and I only got rid of him by following the course that I have suggested—honestly mentioning his fault. A gentleman bought him "for the novelty of the thing;" it seemed so strange to tell the truth in horse-dealing! I was happy to hear, two months afterwards, that he continued well pleased with his bargain.*

Gentle reader, I have finished my task, or rather, my amusement: if my information proves as useful to you, as it has been to myself, you will read my little book a second time, and grudge neither the time nor the price. I have had above a hundred horses in my stables during the last two-and-twenty years, and have not averaged a loss of three pounds on each! It is not less instructive to add, that from a horse's fault, I have never broken a limb, or strained a muscle; yet my saddle has been more familiar to me than my sofa. I heartily wish you the same good fortune, and with the wish I take my leave.

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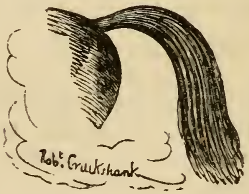
* While engaged in correcting this sheet, my publishers received the following note, in reference to the case of Patteshall *v.* Tranter, quoted at page 327. It is too late to refer to it at the proper place, I therefore introduce it here, with many thanks to my anonymous critic.

" 'Patteshall *v.* Tranter.' This cause was tried, a second time, at the spring assize, 1837, at Hereford, before Lord Denman and a special jury. The plaintiff lost it, *failing to prove the warranty* of the horse, and not on any of the points on which Mr. Justice Park directed the nonsuit on the former trial. N. B. The first trial took place in the spring of 1834, instead of 1835, as mentioned in 'Caveat Emptor.' "



# APPENDIX.

The following are the conditions of sale at Messrs. Tattersall's and other repositories. [I had to apologize to those gentlemen in my first edition, for erroneously spelling their name throughout the work: the error was not discovered till the sheets were worked off.—This explanation has become incidentally of some importance; for one of your critics, proverbially a good-natured race, has quoted the error, but not the explanation; and quoted it as conclusive evidence of my ignorance of horse-flesh, and all matters relating thereto!!! The fact is simply, that I employed another hand to copy my manuscript for the press, and entrusted him with the correction of it. I did not discover the mistake till the sheets were worked off, and the type broken up; I had then no alternative, but to correct it in the Appendix. The error, such as it is, was not found in the concluding sheets.]

These conditions apply to sales by private contract as well as by auction.

1. The highest bidder to be the buyer; and if any dispute arise between any two or more bidders, the lot so disputed shall be immediately put up again and re-sold.

2. No person to advance less than five shillings; above five pounds, five shillings, and so on in proportion.

3. The purchasers to give in their names and places of abode (if required) and to pay down five shillings in the pound (if required) as earnest, and in part of payment; in default of which, the lot so purchased may be immediately put up again and re-sold, if the auctioneer shall think fit.

4. The lots to be taken away within *one day* after the sale is ended, at the buyer's expense, and the remainder of the purchase money to be absolutely paid before the delivery of the lot.

5. Upon failure of complying with the above conditions, the money deposited in part of payment shall be forfeited to the owner of the lot, he paying thereout all just expenses, and the lot shall be re-sold by public or private sale, and the deficiency (if any) attending such re-sale, shall be immediately made good by the defaulter at this sale.

6. If any person shall purchase a lot, and not pay for it within the time limited by the 4th condition, nothing contained in the 5th condition shall prevent the auctioneer, or owner of the lot, from compelling the purchaser to pay for it, if the auctioneer or seller shall so think fit.

7. The vendor shall be entitled to receive the purchase-money of each lot not warranted sound, on the third day from the sale day; and all horses sold as sound on Monday, will be paid for on Friday; and all horses sold as sound on Thursday, will be paid for on Tuesday, provided the auctioneer shall then have received the purchase-money, or delivered the lot out of his custody, but not before.

8. The purchaser of any lot warranted sound, who shall conceive the same to be unsound, shall return the same, on or before the evening of the second day from the sale, otherwise the same shall be deemed sound, and the purchaser shall be obliged to keep the lot with all faults.

9. The King's tax shall be paid by the seller, and not by the purchaser.

10. All horses, carriages, &c., brought to this repository for sale, and sold by *private contract*, either by Messrs. TATTERSALL, the owner, or any one acting as agent for the owner of such horses, carriages, &c., shall pay the usual commission; and no person shall have a right to take away his horses, carriages, &c., until the commission, keep, and other expenses are paid, whether the same have been sold by public auction, or private contract, or are not sold.

11. All horses, carriages, &c., advertised by Messrs. TATTERSALL (though not upon the premises at the time of sale, either by private contract or public auction) shall pay the usual commission. Lastly. The conditions of sale are:—

If sold by public auction, two shillings in the pound.
If by private contract, one shilling in the pound; and
If not sold, *five shillings* for putting up.

The days for payment are, for unwarranted horses, Wednesdays; for warranted horses, Fridays, ONLY, between the hours of 10 and 4 o'clock.

N.B. No money paid without a written order.

The following are the conditions of sale at the Bazaar:—

*Sales by Auction, for Horses and Carriages every Saturday, and by Commission daily.*

*Regulations for the sale of Horses by Commission.*

1. Horses will be taken in for sale every day, from eight o'clock in the morning until eight in the evening, during summer, and until dark in the winter, after having passed the examination of the veterinary surgeon, in order to guard against the introduction of contagious disease.

2. The premises will be open for general business only during these hours, within which horses may be tried or taken away.

3. A commission of *5l.* per cent. will be charged on the amount of all sales.

4. The proprietors of horses sold may receive the amount of sales, deducting for keep, commission, &c., on the fourth day after the sale.

5. The price for forage, &c., will be that ordinarily charged in the same neighbourhood from time to time.

6. Carriage horses may be seen in harness, and tried a short distance *out* of the BAZAAR; but saddle horses will not be allowed to go out, unless by express permission of the owner, as the space within is sufficiently extensive and convenient for trial and exercise.

7. All horses purchased must be paid for previously to delivery; and persons failing to make payment within two days after the purchase, will become liable either to an action at law by the owner, or to a dissolution of the contract, at his (the owner's) option.

8. Should any horse be warranted, and prove unsound, he must be returned within the second day after the sale, (not including the day of sale,) and within the prescribed hours of that day. It must, however, be distinctly understood, that this period only applies to Mr. ALLEN's liability, the law being open against the owners after that date, as in all other cases of warranty, and that all liability, on the part of the agent, will cease at the period he binds himself to pay over the amount of sales to the owners.

9. In all disputes which may arise respecting purchases and sales, where the law leaves it at the option of the parties either to bring or defend actions in the name of the agents or the principals, no action will be brought or defended by the agent, or in his name, but the action and defence must be brought or made by the parties themselves and in their own names;

thereby leaving the agent what he ought to be in the transaction, an impartial witness, to prove the facts in dispute.

10. When a horse, having been warranted sound, shall be returned within the prescribed period on account of unsoundness, a certificate from the veterinary surgeon, particularly describing the unsoundness, must accompany the horse so returned; when, if it be agreed to by the veterinary surgeon of the establishment, the amount received for the horse shall be immediately paid back; but if the veterinary surgeon of the establishment should not confirm the certificate, then, in order to avoid further dispute, another veterinary surgeon shall be called in, and his decision shall be final; and the expense of such umpire shall be borne by the party in error.

11. If any horse, warranted quiet in harness or quiet to ride, or warranted in any other respect, (except as to soundness,) shall be returned within the prescribed period, as not answering the warranty given with him at the time of sale, he shall be tried and examined by an impartial person, approved of by Mr. Allen, whose decision shall be final; and the consideration for the examination, *viz.* 10*s.*, shall be paid by the party in error.

12. No liability is to attach to Mr. Allen in the event either of an offer or an agreement to purchase not being subsequently carried into effect.

13. All charges upon horses that may be taken away unsold, must be paid before delivery.

14. When the expenses upon any horses sent in for sale shall amount to a larger sum with reference to their value than Mr. Allen shall deem expedient, he shall, at the expiration of ten days after the sending of a written notice to the owner or owners, addressed by post, agreeably to the register made at the time the horse or horses were sent in for sale, be at liberty to sell and dispose of the same, either by public or private contract, placing the proceeds to the credit of the parties, and paying over to them the balance, if any remain, after deducting all

charges for the keep, commission on sale, &c.; but if on the contrary any balance should remain due to Mr. Allen, the same must be immediately paid to him on demand, or in default thereof, interest thereon shall commence, at the rate of 5*l.* per cent. per annum, from the day of sale, on which day the balance will be considered due.

### *Regulations for the sale of Horses by Auction.*

1. A sale by auction will take place every Saturday, and will commence precisely at one o'clock.

2. The charge for commission will be 5*l.* per cent.

3. Catalogues will be made out every Friday, describing such horses as are to be put up for sale, together with the number which may be affixed to each horse on entering the bazaar, and the numerical order in which it will be brought out for sale.

4. The description of the horses given in the catalogue will be the only one by which the horses are put up *for sale by auction;* it will therefore have no reference whatever to that on the tin *(which relates only to the horses on sale by commission);* and every horse intended for sale by auction must be in the bazaar at least one day before the day of sale, in order to be inserted in the catalogue of the next day's sale.

5. A deposit of 10*l.* per cent. must, if demanded, be paid on each lot at the time of the purchase, and the remainder before delivery on the same day; but should the purchase-money not be made good during the day, the deposit will be forfeited, leaving the owner at liberty to dissolve the contract, or to re-sell the horse, either privately or by auction, with or without giving notice to the purchaser, who will be debtor to the owner for any difference or loss which may arise out of the non-fulfilment of the contract, including commission on the re-sale, keep, and all other charges whatever.

6. Three shillings will be charged on each horse put up for sale by auction, if not sold.

7. All charges upon horses taken away unsold must be paid before delivery.

8. The price of forage will be the same as may from time to time be charged in the bazaar for horses sold on commission. The care, attention, feeding, and exercise, will also be the same.

9. Should any dispute arise at the sale between the bidders, the lot on which such dispute shall arise will be put up again.

10. No bidding less than 10*s.* 6*d.* on sums under twenty guineas, nor less than one guinea on sums above twenty guineas, will be accepted, and the highest bidder will be the purchaser.

N. B. The 8th, 9th, 10th, 11th, 12th, and 14th regulations, under the head of "Sale of Horses by Commission," apply equally to sales by auction.

Mr. ALLEN will not deal in horses, either directly or indirectly, but will conduct himself most strictly as an agent; nor will any person employed by him be allowed to deal, or ask for any perquisite.

An able veterinary surgeon will be constantly looking over the stables, careful, experienced head grooms and stablemen selected, and a watchman kept to guard against accidents, particularly those arising from horses getting cast in their stalls.

Great attention will be paid to horses' feet, and each horse will have an hour's walking exercise every day.

### *Regulations for the sale of Carriages by Commission.*

1. Carriages will be taken in for sale every day, from eight in the morning until eight in the evening during summer, and until dark in the winter.

2. The premises will be open for general business only during these hours, within which carriages will be received and delivered.

3. A commission of 5*l.* per cent. will be charged on the amount of all sales.

4. The proprietors of carriages sold may receive the amount of sales, deducting for commission, rent, cleaning, &c., on the fourth day after the sale.

5. Rent will be charged by the week, viz. 3*s.* 6*d.* for four-wheel carriages, and 2*s.* for two-wheel carriages; 3*s.* 6*d.* will be charged for the washing and cleaning of four-wheel carriages, and 1*s.* 6*d.* for two-wheel carriages.

6. All carriages purchased must be paid for previously to delivery; and persons failing to make payment within two days after the purchase, will become liable either to an action at law by the owner, or to a dissolution of the contract, at his (the owner's) option.

7. No liability is to attach to Mr. ALLEN, in the event either of an offer or an agreement to purchase not being subsequently carried into effect.

8. The rent, cleaning, &c., of carriages that may be taken away unsold, must be paid for before delivery.

9. When the standing and other expences, upon any carriages sent in for sale, shall amount to a larger sum with reference to their value than Mr. ALLEN shall deem expedient, he shall, at the expiration of ten days after the sending of a written notice to the owner or owners, addressed by post, agreeably to the register made at the time the carriage or carriages were sent in for sale, be at liberty to sell and dispose of the same, either by public or private contract, placing the proceeds to the credit of the parties, and paying over to them the balance, if any remain, after deducting all charges for standing, commission on sale, &c.; if, on the contrary, any balance should remain due to Mr. ALLEN, the same must be immediately paid to him on demand, or in default thereof, interest thereon shall commence, at the rate of 5*l.* per cent. per annum, from the day of sale, on which day the balance will be considered due.

10. In all disputes which may arise respecting purchases and sales, where the law leaves it at the option of the parties either to bring or defend actions in the name of the agents or the prin-

cipals, no action will be brought or defended by the agent, or in his name; but the action and defence must be brought and made by the parties themselves, and in their own names; thereby leaving the agent, what he ought to be in the transaction, an impartial witness, to prove the facts in dispute.

N. B. Carriages let on job, will be charged a commission of 5*l.* per cent. on the amount of hire.

### *Regulations for the sale of Carriages by Auction.*

1. A sale by auction will take place every Saturday.

2. The charge for commission will be 5*l.* per cent.

3. Rent will be charged by the week, at 3*s.* 6*d.* for four-wheel carriages, and 2*s.* for two-wheel carriages.

4. The rent, washing, &c., of carriages unsold, must be paid for before delivery.

5. Catalogues will be made out on the Monday previous to the sale, describing each carriage to be put up, together with the number which may be affixed to it, and the numerical order in which it will be put up.

6. The description of the carriages given in the catalogue will be the only one by which the carriages are put up for *sale by auction;* it will therefore have no reference whatever to that on the tin, *(which relates only to the carriages on sale by commission;)* and every carriage intended for sale by auction must be in the bazaar at least one day before the day of sale, in order to be inserted in the catalogue of the next day's sale.

7. Three shillings will be charged on each carriage put up for sale by auction.

8. A deposit of 10*l.* per cent. must, if demanded, be paid on each lot at the time of purchase, and the remainder before delivery on the same day; but should the purchase-money not be made good during the day, the deposit will be forfeited, leaving the owner at liberty to dissolve the contract, or to re-sell the carriage, either privately or by auction, *with or without*

*giving notice* to the purchaser, who will be debtor to the owner for any difference or loss which may arise out of the non-fulfilment of the contract, including commission on the re-sale, standing, and all other charges whatever.

9. Should any dispute arise at the sale between the bidders, the lot on which such dispute shall arise will be put up again.

10. No bidding less than 10*s.* 6*d.* on sums under twenty guineas, nor less than one guinea on sums above twenty guineas will be accepted, and the highest bidder will be the purchaser.

The 6th, 8th, and 9th regulations under the head of "Sale of Carriages by Commission," apply also to sales by auction.

Money is advanced at the Bazaar, both on carriages and horses.

N. B. All risk from fire will attach to the owners of property deposited in the bazaar.

The following are the terms of the Horse and Carriage Registry, No. 1, Duncannon-street, Charing-cross:—

For a fee of five shillings, the full description of every horse or carriage in the market, for purchase, sale, or hire, is registered, with the name and address of the parties desirous of purchasing or selling. The description and the fee may be enclosed in a two-penny post letter, and the applications of purchasers and sellers will be communicated to each other through the same channel.

The register will be open at all times to the inspection of strangers, on payment of half-a-crown. Where sellers are ignorant of the true value of their horses, or whether they can be prudently warranted, or when purchasers wish for a professional opinion upon the soundness of a horse or carriage, previously to purchase, *the veterinary surgeon, or carriage inspector, will attend at any part of the metropolis, or within a reasonable distance of it, for half-a-guinea.*

*The following is the form of registering a Horse at this office.*

| No. | Description of make & usual work. | Sex | Height. | Age. | Colour. | Power of carrying weight. | Speed and Paces. | Temper. | Warranted sound. | Special exceptions | Warranted free from vice |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *Ex. gra.* | Wanted a cob for riding | Gelding. | 14 hands. | Six years. | Bay. | Equal to 14 stone. | A good trotter at 12 miles per hour. | High-couraged. | Warranted sound. | No exceptions allowed. | And free from vice. |

| Warranted safe in harness. | Blemishes (if any). | Trial allowed. | Accustomed to carry a Lady or Child. | General qualities and appearance. | Price. | Pedigree. | Miscellaneous remarks, and seller's or purchaser's address. |
|---|---|---|---|---|---|---|---|
| Not wanted for harness. | The purchaser is indifferent about slight blemishes. | A trial of a morning's ride. | Of no consequence to the purchaser. | Neat and good. | 30 to 40 guineas. | Of no consequence, but he must be well bred. | He is wanted for a gentleman's daily riding during the summer. |

This description is given to assist a purchaser or seller.

*The following is the form of registering a Carriage.*

| No. | Description of Carriage wanted. | New or second-hand. | Colour. | Patent or common boxes. |
|---|---|---|---|---|
|  |  |  |  |  |

| Price. | Length of time for which the hire is required. | Nature of work to be done. | Special stipulations. |
|---|---|---|---|
|  |  |  |  |

A blank form will be sent by the two-penny post to any gentleman who will enclose his card in a post-paid letter, addressed to the office; and on receiving the form back again with the requisite information, or so much of it as the seller thinks proper to supply, and with a fee of five shillings, the address of any gentleman whom the description suits will be sent by post to the seller. The same course will be taken with every purchaser; and in the case of carriages as well as horses.

The purchase-money may, with the consent of purchaser and seller, be paid into the office, pending the warranty; and in all such cases the warranty is limited to four days, after which the horse must be retained with all faults.

Every exertion will be made to find fancy or other horses for gentlemen who are unwilling to incur the trouble personally. All applications to be addressed, post paid, to Mr. Geo. Brooks, No. 1, Duncannon-street, Charing-cross.

### Regulations at Mr. Osborne's stables, in King's Road, Gray's Inn.

1. All horses that are sold and warranted, must, if proved otherwise, be returned within six days from the time of sale.
2. The owners of horses sold may receive the money on the seventh day from the time of sale.
3. All horses must be paid for before they are delivered, and for those which are not sold, the expenses must be paid before taken away.

I take this opportunity of observing that Mr. Osborne of the King's Road, is not the defendant in the cause of Best *v.* Osborne quoted in the previous pages. I am anxious to explain this, because I should be very sorry to impute to him the conduct attributed to the son of the defendant in that cause. Both the Osbornes, father and son, have always acted in an honourable way in all transactions in which I have been personally engaged with them, and I believe them to be as respectable and plain-dealing men as any in the trade; though I must add, that if they possessed a little more scientific knowledge they would listen with more attention to the objections of their customers. It is a fault however, on the right side, as respects such of their customers as are sellers;

and for my own part, I sell there more frequently than I buy. They are very liberal in the trial of their horses, an important point with all buyers, and not less so with all honest sellers.

Conditions attending the sales of Mr. Dixon of Barbican, by auction or private contract. The sales are on Friday.

1. The highest bidder to be the buyer; if any dispute arises, the lot to be put up again and re-sold.

2. To advance five shillings at each bidding above five pounds; ten shillings above ten pounds; and so on in proportion.

3. All horses, sold either by public auction or private contract, *warranted in any respect*, and not answering such warranty, to be returned by six o'clock the next evening, or in default thereof, *the purchaser will be obliged to keep them with all faults.*

4. Horses sent in for sale warranted, must be entered as such, to prevent disputes; and each lot sold without warranty, to be taken with all faults.

5. Each lot intended for sale will be entered in the books, with the proprietor's name, residence and price, on their reception. The seller to pay two shillings and sixpence for each lot putting up, if not sold; and for selling by public auction, five per cent. commission, with a duty of twelve-pence in the pound; and for selling by private sale, one shilling in the pound, if the lot is sold either by the auctioneer or proprietor, provided the customer is found on the premises.

6. The purchaser is immediately to give in his name and residence, with a deposit of five shillings in the pound on the amount of his purchase, and to pay the remainder of the purchase-money before the lot or lots shall be delivered.

7. No money will be paid to the proprietor, unless the lots are cleared by the purchaser: and the auctioneer will not be answerable for any deficiency that may arise by the re-sale of uncleared property.

*As to property sold, either by auction or private contract.*

8. On all property remaining uncleared until the ensuing sale day, the deposit shall be forfeited, and such property shall be immediately liable to be re-sold by public or private sale; and all deficiencies and expenses occasioned by such defaults, and attending such re-sales, must be made good by the defaulters.

The owners of property sold may receive their respective balances, by calling, or sending proper orders in writing, on the following Monday, from ten until four o'clock.

## Conditions of sale at Mr. Robinson's in Little Britain. The sale day is Thursday.

1. The highest bidder to be the buyer, and if any dispute arise between two or more bidders, the same shall be put up again and re-sold.

2. No person to advance less than five shillings above five pounds, ten shillings and sixpence above ten pounds, and so on in proportion.

3. The purchasers to give in their names and places of abode, and to pay down five shillings in the pound as earnest, and in part of payment; upon failure of which the lot may be put up again, and re-sold.

4. The lots, if moveable, to be taken away on the day of sale at the buyer's expense, and the remainder of the purchase money absolutely paid on or before delivery.

5. Houses, buildings, land, leases, or fixtures, to be paid for within seven days.

6. Upon failure of complying with the above, the money deposited in part of payment shall be forfeited; the property may be re-sold by public or private sale; and the deficiency (if any) on such re-sale, together with all expences attending the same, shall be made good by the defaulter.

7. If any person purchase a lot, and not pay for it agreeably to the fourth and fifth conditions, nothing contained in the sixth shall prevent the auctioneer, or owner of the property, from compelling him to do so.

8. No horse, or other property, sold warranted in any respect, will be taken back, if not answering the warranty, unless returned before six o'clock in the evening of the second day from the day of sale; if houses, buildings, land, leases, or fixtures, seven days; as at the expiration of that time the auctioneer is bound to pay over the proceeds to the original owner; and all horses or other property, sold without warranty, must be kept with all faults.

9. The auctioneer will not be answerable for any deficiency that may from any cause arise on uncleared property, unless he receives it of the defaulter.

10. The owner shall be entitled to receive the purchase-money on the third day from the sale, provided the auctioneer shall have received the same, or delivered the property out of his custody; and provided also, that such property has not been returned to him under the eighth condition.

11. The auction duty and all other expenses to be paid by the seller.

Lastly, all horses, carriages, &c., brought to this repository for sale, and sold either by Mr. Robinson or the owner of the property, shall pay the usual commission; and no person shall take away his horses, carriages, &c., until the keep, commission, and other expenses are paid, whether sold by public auction, or private contract, or not sold.

Conditions of sale, public or private, at Allen's, late Morris's, Repository, in St. Martin's Lane. The sale day is Wednesday.

1. The highest bidder to be the buyer, and if any dispute arise between two or more bidders, before the lot is returned into the stable, the lot so disputed shall be put up again and re-sold.

2. No person to advance less than five shillings above five pounds, ten shillings above ten pounds, and so on in proportion.

3. The purchasers to give in their names and places of abode, to pay down five shillings in the pound as earnest and in part of payment; upon failure of which the lot so purchased may be immediately put up again and resold, if the auctioneer chooses.

4. The lots to be taken away within one day after the sale, at the buyer's expense, and the remainder of the purchase-money to be paid before the lot is delivered.

5. Upon failure of complying with the above, the money deposited in part of payment shall be forfeited to the owner of the lot, he paying thereout all just expences; the lot shall be resold by public or private sale, and the deficiency (if any) attending such re-sale, must be made good by the first purchaser.

6. If any person shall purchase a lot, and not pay for it within the time limited in the fourth condition, nothing contained in the fifth shall prevent the auctioneer or owner of the lot from compelling the purchaser to pay for it, if the auctioneer or seller should choose.

7. The vendor shall be entitled to receive the money for lots on the third day from the sale, provided the auctioneer shall have received the purchase-money, or delivered the lot out of his custody.

8. The purchaser of any lot, warranted in any respect, who shall conceive the same not to answer the warranty, shall return it on or before five o'clock in the evening of the second day from the sale, otherwise the purchaser shall be obliged to keep it with all faults.

9. The King's tax to be paid by the seller.

Lastly, all horses, carriages, &c. brought to this repository for sale, and sold either by Mr. ALLEN or the owner of the lot, shall pay the usual commission; and no person shall take his horses, carriages, &c., until the keep, commission, and other expenses are paid, whether sold by public auction, or private contract, or are not sold.

There is only one other horse repository in the metropolis, Mr. Alexander's, of Chiswell Street. I have applied to him for his conditions of sale, to publish in this Appendix, but I have not been able to obtain them. I believe them to be very similar to those which I have given.

# INDEX.

*In the following Index, all the subjects more particularly connected with the law of horse-dealing, are arranged under the head of* WARRANTY, *though not properly falling under that term. This course has been taken to render the reference more convenient to professional men.*

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